

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA

MONSI LGGRKE,

Plaintiff,

v.

DEMETRIES DEERING, KARA  
HUGHES, and LM GENERAL  
INSURANCE COMPANY,

Defendants.

**14 CV - 551 JED - FHM**

Case No.

**FILED**

SEP 17 2014

Phil Lombardi, Clerk  
U.S. DISTRICT COURT

**NOTICE OF REMOVAL**

Pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendant LM General Insurance Company ("Defendant") hereby removes the above-captioned action from the District Court of Tulsa County, State of Oklahoma, to the United States District Court for the Northern District of Oklahoma. In support of this removal, Defendant states as follows:

1. On October 16, 2013, Plaintiff Monsi L'Ggrke ("Plaintiff") commenced an action in the District Court of Tulsa County, Oklahoma, entitled *L'Ggrke v. Deering, Hughes, and Liberty Mutual Group Inc.*, as Case No. CJ-2013-4766 (the "State Court Action"). A true copy of the state court docket sheet is attached as Exhibit 1. All process, pleadings, and orders filed or served in the State Court Action are attached hereto as Exhibits 2 through 27.

2. According to the Second Amended Petition, Plaintiff is a resident of Tulsa County, Oklahoma. Defendant LM General Insurance Company is a company organized under the laws of the State of Illinois with its principal place of business in Boston, Massachusetts.

3. Defendant LM General Insurance Company respectfully submits that, for the purposes of diversity jurisdiction, Defendant Demetries Deering and Kara Hughes's citizenship should be disregarded. While Defendants Deering and Hughes reside in Tulsa County, Oklahoma, the record evidence demonstrates that their continued joinder, or fraudulent retention, in this action serves only to frustrate federal jurisdiction. *See Wagoner v. Hussey Seating Co.*, 2013 U.S. Dist. LEXIS 157238, \*11 (N.D. Okla. Nov. 1, 2013).

4. The evidence in the record demonstrates that Plaintiff has failed to prosecute his case against Defendants Deering and Hughes. Significantly, Plaintiff has not requested issuance of summons or served Defendants Deering or Hughes with the First Amended Petition or Second Amended Petition. (*See id.*) Neither Defendant Deering nor Defendant Hughes has ever filed an answer or motion in the state court action. (*See State Court Docket Sheet*, attached as Exhibit 1). Plaintiff has not served Defendants Deering or Hughes with any discovery requests, nor have Defendants Deering or Hughes served Plaintiff with discovery requests. (*See id.*). Plaintiff has not served Defendants Deering or Hughes with any pleadings since inception of this action.

**Plaintiff's continued misjoinder of Defendants Deering and Hughes as Defendants in this action is intended solely to destroy diversity.** *See Turley v. Stillwell*, 2011 U.S. Dist. LEXIS 30278, \*18 (N.D. Okla. Mar. 22, 2011) (quoting *Erdey v. American Honda Co.*, 96 F.R.D. 593, 599 (M.D. La. 1983)) ("The Court finds persuasive the rule that '[w]here plaintiff, by his voluntary act has definitely indicated his intention to discontinue the action as to the non-diverse defendant, plaintiff has indicated that he no longer desires to dictate the forum and the case then becomes removable,' . . . To hold otherwise would give plaintiffs the power to evade federal jurisdiction simply by refusing to execute formal dismissal of a defendant.").

5. In accordance with 28 U.S.C. § 1446(b)(1), this action has been removed within thirty (30) days of the filing of Plaintiff's Second Amended Petition on September 2, 2014. *See Caudill v. Ford Motor Co.*, 271 F. Supp. 2d 1324, 1328 (N.D. Okla. 2003) (instructing that removal within the one year limitation and making fraudulent joinder argument to federal district court is an acceptable procedure to eliminate jurisdictional gamesmanship).

6. The Northern District of Oklahoma includes the state judicial district in which Plaintiff filed her Petition.

7. This is a civil action over which this Court has original jurisdiction based on diversity of citizenship and amount in controversy pursuant to 28 U.S.C § 1332, and which may be removed to this Court pursuant to 28 U.S.C. §§ 1441 and 1446.

8. The Second Amended Petition asserts a cause of action for breach of an insurance contract and breach of good faith and fair dealing in the handling of a claim on an insurance policy. The amount in controversy for each cause of action exceeds \$75,000, exclusive of interest and costs. (See Second Amended Petition, ¶¶ 33 and 43, attached hereto as Exhibit 22).

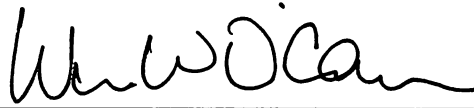
9. Contemporaneous with Defendant's filing of this Notice, Defendant will serve written notice to Plaintiff's counsel of the filing, as required by 28 U.S.C. §1446(d).

10. Defendant LM General Insurance Company shall likewise file a true and correct copy of its Notice of Removal with the Clerk of the District Court in and for Tulsa County, State of Oklahoma, as required by 28 U.S.C. §1446(d).

### **CONCLUSION**

Defendant LM General Insurance Company of America respectfully requests that the State Court Action be removed from the District Court for Tulsa County, Oklahoma, to the United States District Court for the Northern District of Oklahoma, and proceed as an action properly removed thereto.

Respectfully submitted,



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William W. O'Connor, OBA No. 13200

Lindy H. Collins, OBA No. 30579

**NEWTON O'CONNOR TURNER & KETCHUM, P.C.**

15 West Sixth Street, Suite 2700

Tulsa, Oklahoma 74119-5423

(918) 587-0101 telephone

(918) 587-0102 facsimile

boconnor@newtonoconnor.com

lcollins@newtonoconnor.com

**ATTORNEYS FOR DEFENDANT, LM GENERAL  
INSURANCE COMPANY**

**CERTIFICATE OF SERVICE**

I hereby certify that on the 17th day of September, 2014, a true and correct copy of the forgoing was delivered via U.S. Mail, postage prepaid, to:

Trevor J. Furlong  
THE EDWARDS LAW FIRM  
P.O. Box 1066  
McAlester, OK 74848

**ATTORNEYS FOR PLAINTIFF**

  
\_\_\_\_\_  
William W. O'Connor

# **EXHIBIT 1**



[Home](#) [Courts](#) [Court Dockets](#) [Legal Research](#) [Calendar](#) [Help](#)

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## IN THE DISTRICT COURT IN AND FOR TULSA COUNTY, OKLAHOMA

MONSI LGGRKE, Plaintiff, v. DEMETRIES DEERING, Defendant, and KARA HUGHES, Defendant, and LM GENERAL INSURANCE COMPANY, Defendant.	No. CJ-2013-4766 (Civil relief more than \$10,000: NEGLIGENCE (GENERAL))  Filed: 10/16/2013  Judge: Chappelle, Carlos
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### Parties

DEERING, DEMETRIES , Defendant  
 HUGHES, KARA , Defendant  
 LGGRKE, MONSI , Plaintiff  
 LIBERTY MUTUAL GROUP INC. , Original Defendant (Amended)  
 LM GENERAL INSURANCE COMPANY , Defendant

### Attorneys

#### Attorney

COLLINS, LINDY H(Bar # 30579)  
 15 West Sixth Street, Suite 2700  
 Tulsa, OK 74119

EDWARDS, MARK(Bar # 16570)  
 P.O. BOX 1066  
 MCALESTER, OK 74502

O'CONNOR, WILLIAM W(Bar # 13200)  
 15 WEST 6TH STREET  
 SUITE 2700  
 TULSA, OK 74119

#### Represented Parties

LIBERTY MUTUAL GROUP INC.,

LGGRKE, MONSI

LIBERTY MUTUAL GROUP INC.,

### Events

#### Event

Thursday, February 5, 2015 at 13:30 PM  
 PRETRIAL CONFERENCE....TREVOR FURLONG REP PLTF....WM  
 O'CONNOR REP DEF...(PTC)

#### PartyDocket

Carlos  
 Chappelle

#### Reporter

### Issues

For cases filed before 1/1/2000, ancillary issues may not appear except in the docket.

**Issue # 1.**

Issue: NEGLIGENCE (GENERAL) (NEGL)

Filed by: LGGRKE, MONSI

Filed Date: 10/16/2013

**Party Name:****Disposition Information:****Defendant:** DEERING, DEMETRIES Pending.**Defendant:** HUGHES, KARA Pending.**Defendant:** LM GENERAL INSURANCE COMPANY Pending.**Defendant:** LIBERTY MUTUAL GROUP INC. **Disposed: DISMISSED WITHOUT PREJUDICE, 09/16/2014. Dismissed- Settled.****Issue # 2.**

Issue: CROSS CLAIM - DAMAGES (DAMAGE)


Filed by: LIBERTY MUTUAL GROUP INC.

Filed Date: 12/03/2013

**Party Name:****Disposition Information:**

Pending.

**Docket**

<b>Date</b>	<b>Code</b>	<b>Count</b>	<b>Party</b>	<b>Serial #</b>	<b>Entry Date</b>		
10-16-2013	TEXT	1		87052615	Oct 16 2013 10:40:42:443AM	-	\$ 0.00
			CIVIL RELIEF MORE THAN \$10,000 INITIAL FILING.				
10-16-2013	NEGL	-		87052617	Oct 16 2013 10:40:42:483AM	Realized	\$ 0.00
			NEGLIGENCE (GENERAL)				
10-16-2013	DMFE	-		87052618	Oct 16 2013 10:40:42:523AM	Realized	\$ 2.00
			DISPUTE MEDIATION FEE(\$ 2.00)				
10-16-2013	PFE1	-		87052619	Oct 16 2013 1:40:01:787PM	Realized	\$ 163.00
			PETITION(\$ 163.00)				
			 <u>Document Available (#1022829695)</u>				
10-16-2013	PFE7	-		87052620	Oct 16 2013 10:40:42:523AM	Realized	\$ 6.00
			LAW LIBRARY FEE(\$ 6.00)				
10-16-2013	OCISR	-		87052621	Oct 16 2013 10:40:42:523AM	Realized	\$ 25.00
			OKLAHOMA COURT INFORMATION SYSTEM REVOLVING FUND(\$ 25.00)				
10-16-2013	CCADMIN02	-		87052622	Oct 16 2013 10:40:42:523AM	Realized	\$ 0.20
			COURT CLERK ADMINISTRATIVE FEE ON \$2 COLLECTIONS(\$ 0.20)				
10-16-2013	OCJC	-		87052623	Oct 16 2013 10:40:42:523AM	Realized	\$ 2.00
			OKLAHOMA COUNCIL ON JUDICIAL COMPLAINTS REVOLVING FUND(\$ 2.00)				
10-16-2013	OCASA	-		87052624	Oct 16 2013 10:40:42:523AM	Realized	\$ 5.00
			OKLAHOMA COURT APPOINTED SPECIAL ADVOCATES(\$ 5.00)				
10-16-2013	CCADMIN04	-		87052625	Oct 16 2013 10:40:42:523AM	Realized	\$ 0.50
			COURT CLERK ADMINISTRATIVE FEE ON COLLECTIONS(\$ 0.50)				







Date	Code	Amount	Party	Serial #	Entry Date		
09-03-2014	MO	-		91193085	Sep 4 2014 8:54:48:413AM	-	\$ 0.00
DEFENDANT LM GENERAL INSURANCE COMPANY'S MOTION FOR ENTRY OF AGREED PROTECTIVE ORDER / A TO J <a href="#">Document Available (#1026992880)</a>							
09-04-2014	CTFREE	-		91193062	Sep 4 2014 8:53:47:993AM	-	\$ 0.00
CHAPPELLE, CARLOS; GRANTED/AGREED PROTECTIVE ORDER;							
09-04-2014	O	-		91208280	Sep 5 2014 9:12:09:353AM	-	\$ 0.00
AGREED PROTECTIVE ORDER <a href="#">Document Available (#1026992357)</a>							
09-12-2014	NO	-	DEERING, DEMETRIES	91300903	Sep 15 2014 7:53:23:647AM	-	\$ 0.00
LIBERTY MUTUAL GROUP INC'S NOTICE OF DISMISSAL OF CROSS-CLAIMS WITHOUT PREJUDICE AS TO DEFENDANTS DEMETRIES DEERING AND KARA HUGHES <a href="#">Document Available (#1027192648)</a>							
09-12-2014	A	-	LM GENERAL INSURANCE COMPANY	91300922	Sep 15 2014 8:04:31:077AM	-	\$ 0.00
ANSWER OF LM GERAL INSURANCE COMPANY TO PLAINTIFF'S SECOND AMENDED PETITION / CERTIFICATE OF SERVICE <a href="#">Document Available (#1027192644)</a>							
09-16-2014	DWOP	-	LIBERTY MUTUAL GROUP INC.	91332934	Sep 17 2014 7:05:54:810AM	-	\$ 0.00
NOTICE OF DISMISSAL WITHOUT PREJUDICE AS TO DEFENDANT LIBERTY MUTUAL GROUP INC BY PLFS ATTY <a href="#">Document Unavailable (#1027190411)</a>							
09-16-2014	DISPDWOP	1	LIBERTY MUTUAL GROUP INC.	91332935	Sep 17 2014 7:06:31:720AM	-	\$ 0.00
DISMISSAL WITHOUT PREJUDICE							

Report Generated by The Oklahoma Court Information System at September 17, 2014 10:44 AM

End of Transmission.

## **EXHIBIT 2**



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY

STATE OF OKLAHOMA

DISTRICT COURT  
**FILED**

OCT 16 2013

MONSI LGGRKE

Plaintiff,

- vs -

DEMETRIES DEERING, KARA HUGHES  
And LIBERTY MUTUAL GROUP INC.

Defendants.

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

Case No.

**CJ-2013-04766**

CARLOS J. CHAPPELLE

**PETITION**

COMES NOW, the Plaintiff by and through his attorney of record, Mark L. Edwards, and for his cause of action against the Defendants, Demetries Deering, Kara Hughes and Liberty Mutual Group Inc., alleges and states as follows:

1. That the Plaintiff, Monsi L'Ggrke is a resident of Tulsa, Tulsa County, Oklahoma.
2. That the Defendant, Demetries Deering, is a resident of Tulsa, Tulsa County, Oklahoma.
3. That the Defendant, Kara Hughes, is a resident of Tulsa, Tulsa County, Oklahoma.
4. That the Defendant Liberty Mutual Group Inc., is the Plaintiff's uninsured/underinsured motorist carrier, at the time of the collision. Therefore, Plaintiff brings this action against Liberty Mutual Group Inc. to establish his rights to the underinsured motorist coverage.
5. That the accident which gives rise to this action occurred on August 1, 2012 in Tulsa County, Oklahoma.
6. That this Court has jurisdiction and venue in this matter.

2013 OCT 16 PM 1:15

7. That the Plaintiff was without fault and that the damages from the accident were directly and proximately caused by and due to the negligence of the Defendant, Demetries Deering and Kara Hughes as set forth below.

8. That on or about August 1, 2012 Plaintiff was a passenger in a vehicle that was stopped at a red light on E. 71<sup>st</sup> street in the westbound left turn lane on South Wheeling Avenue. He was waiting to turn left when he was struck from behind by Demetries Deering.

#### **COUNT I**

9. That Defendant Demetries Deering was negligent in striking the back of the vehicle containing Plaintiff.

10. That as a result of that negligence Plaintiff was injured and as suffered damages.

11. That Plaintiff's damages include, but are not limited to past and future physical pain and suffering, past and future mental anguish, medical expenses and permanent injury.

12. Wherefore, Plaintiff prays for a judgment against Defendant Demetries Deering in an amount in excess of \$75,000.00, his costs, and other relief to which he may be entitled.

#### **COUNT II**

13. That Defendant Kara Hughes was the owner of the vehicle driven by Defendant Demetries Deering when the aforementioned wreck occurred.

14. That Defendant Kara Hughes negligently entrusted her vehicle to Defendant Demetries Deering.

15. That as a result of that negligence Plaintiff was injured and has suffered damages.

16. That Plaintiff's damages include, but are not limited to past and future physical pain and suffering, past and future mental anguish, medical expenses and permanent injury.

17. Wherefore, Plaintiff prays for a judgment against Defendant Kara Hughes in an amount in excess of \$75,000.00, his costs, and other relief to which he may be entitled.

**COUNT III**

18. That Defendant Liberty Mutual Group Inc. insured the Plaintiff Monsi Lggrike with an automobile policy that provided uninsured/underinsured motorist coverage.

19. That Defendant's Demetries Deering and Kara Hughes were at the time of the aforementioned collision, uninsured or underinsured as defined in Plaintiff's policy with Defendant Liberty Mutual Group Inc.

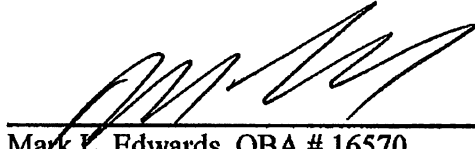
20. That due to the nature and extent of Plaintiff's injuries, Defendant Liberty Mutual Group Inc., is bound to pay Plaintiff the limits of said policy, or \$500,000.00.

21. Wherefore, Plaintiff prays for a judgment against Defendant Liberty Mutual Group Inc. in an amount in excess of \$75,000.00, his costs, and other relief to which he may be entitled.

**JURY TRIAL DEMAND RESERVED  
ATTORNEY LIEN CLAIMED**

Respectfully submitted,

THE EDWARDS LAW FIRM

  
\_\_\_\_\_  
Mark L. Edwards, OBA # 16570  
The Edwards Law Firm  
P.O. Box 1066  
McAlester, OK. 74848  
(918) 302-3700  
(918) 302-3701  
ATTORNEY FOR PLAINTIFF

## **EXHIBIT 3**



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY

OCT 29 2013

STATE OF OKLAHOMA

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA, TULSA COUNTY

MONSI LGGRKE

Plaintiff,

- vs -

DEMETRIES DEERING, KARA HUGHES  
And LIBERTY MUTUAL GROUP INC.

Defendants.

CJ-2013-04766

Case No.

**SUMMONS** CARLOS J. CHAPPELLE

**TO THE ABOVE NAMED DEFENDANT:** Liberty Mutual Group Inc.

You have been sued by the above named Plaintiff, and you are directed to file a written Answer to the attached Petition in the court at the above address **within twenty (20) days** after service of this Summons upon you, exclusive of the day of service. Within the same time, a copy of your Answer must be delivered or mailed to the attorney for the Plaintiff.

Unless you respond to the Petition within the time stated, judgment will be rendered against you for the relief demanded in the Petition, together with the costs of the action.

Issued on October 16, 2013.

Sally Howe Smith, COURT CLERK

[SEAL]

By Carl A. Danney  
Deputy Court Clerk

Mark Edwards, OBA# 16570  
The Edwards Law Firm  
321 S. 3<sup>rd</sup> Street, Suite 1  
P.O. Box 1066  
McAlester, Ok 74502  
Telephone 918-302-3700  
Fax 918-302-3701  
Attorney for Plaintiff

**YOU MAY SEEK THE ADVICE OF ANY ATTORNEY ON ANY MATTER CONNECTED WITH THIS SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT AN ANSWER MAY BE FILED WITHIN THE TIME LIMIT STATED IN THE SUMMONS.**

THIS NOTICE WAS SERVED ON (Date of Mailing) 10/21/13

(Signature of person serving Notice) Christi O'Neil

I certify that I delivered a copy of the Petition to Corporation Service Company at the address 115 SW 89 OK, OK 73139, on the 23rd day of October, 2013

I certify that I mailed copies of the foregoing summons with a copy of the petition attached to the following named defendant at the address shown by certified mail, addressee only, return receipt requested, on \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, and receipt thereof on the dates shown:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I declare under penalty of perjury under the laws of the United States of America that the foregoing information is true and correct.

Executed on 10/23/13

Christi O'Neil

Signature of Server

Christi O'Neil

Printed Name of Server

321 S. 3rd St. McAlester OK 74501  
Address of Server

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X <i>G. Parrish</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Corporation Service Company 115 SW 89<sup>th</sup> Oklahoma City, Ok 73139</p>		<p>B. Received by (Printed Name) <b>G. Parrish</b></p> <p>C. Date of Delivery <i>10/23</i></p>	
<p>2. Article Number (Transfer from service label) <b>7012 2920 0000 4414 6545</b></p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004</p>		<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>Domestic Return Receipt</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL LOG**

Postage \$ \_\_\_\_\_

Certified Fee \_\_\_\_\_

Return Receipt Fee (Endorsement Required) \_\_\_\_\_

Restricted Delivery Fee (Endorsement Required) \_\_\_\_\_

Total Postage & Fees \$ \_\_\_\_\_

Corporation Service Company  
 115 SW 89<sup>th</sup>  
 Oklahoma City, Ok 73139

Summons-  
 Liberty Mutual

Postmark  
*Liberty Mutual*

for instructions

7012 2920 0000 4414 6545

## **EXHIBIT 4**



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA

MONSI LGGRKE,

Plaintiff,

vs.

DEMETRIES DEERING, KARA HUGHES,  
and LIBERTY MUTUAL GROUP INC.

Case No. CJ-2013-4766  
Judge Chappelle

DISTRICT COURT  
**FILED**

NOV 07 2013

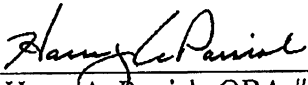
**QUALIFIED ENTRY OF APPEARANCE AND  
REQUEST FOR ENLARGEMENT OF TIME  
IN WHICH TO FURTHER ANSWER OR PLEAD**

Pursuant to 12 Okla. Stat. § 2012, Harry A. Parrish of Franden | Woodard | Farris | Quillin + Goodnight, Williams Center Tower II, Ste. 900, 2 W. 2<sup>nd</sup> St., Tulsa, Oklahoma 74103, hereby enters a qualified entry of appearance and request for enlargement of time in which to further answer or plead on behalf of Defendant, Liberty Mutual Group Inc., and reserves an additional twenty days, or until December 2, 2013, within which to further plead or answer.

Pursuant to *Young v Walton*, 1991 OK 20, this qualified entry of appearance does not waive any defense enumerated in 12 O.S. § 2012(B), including defenses numbered 2, 3, 4, 5, 6 and 9. *See also First Texas Savings Association v. Bernsen*, 921 P.2d 1293 (OK CIV. APP. 1996) (holding that a defendant may qualify an entry of appearance and request additional time to further plead pursuant to 12 O.S. 2012(A). The qualified entry of appearance and request for additional time will not waive the defenses enumerated in §2012(B).

2

Respectfully submitted,

By   
Harry A. Parrish, OBA #11463  
Franden | Woodard | Farris | Quillin  
+ Goodnight  
Williams Center Tower II  
Two West Second St., Suite 900  
Tulsa, OK 74103-3101  
918/583-7129  
FAX 918/584-3814  
*Attorney for Defendant*  
*Liberty Mutual Group Inc.*

**CERTIFICATE OF SERVICE**

This is to certify that on this 7<sup>th</sup> day of November, 2013, a true and correct copy of the above and foregoing was mailed via U.S. Mail, sufficient postage prepaid, to the following:

Mark L. Edwards  
The Edwards Law Firm  
P.O. Box 1066  
McAlester, OK 74848  
*Attorney for Plaintiff*

  
Harry A. Parrish

## **EXHIBIT 5**



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA

DISTRICT COURT  
**FILED**

DEC - 3 2013

MONSI LGGRKE,

Plaintiff,

vs.

DEMETRIES DEERING, KARA HUGHES,  
and LIBERTY MUTUAL GROUP INC.

Case No. CJ-2013-4766  
Judge Chappelle

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

2013 DEC -3 PM 4:13  
SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

**DEFENDANT LIBERTY MUTUAL GROUP INC.'S ANSWER TO PLAINTIFF'S  
PETITION AND LIBERTY MUTUAL GROUP INC.'S CROSS-CLAIM**

Defendant Liberty Mutual Group Inc., for its answer to Plaintiff's petition filed herein,

alleges and states:

1. Defendant admits the allegations of paragraphs 1, 4, 5, and 6 of the petition.
2. Defendant admits, upon information and belief, the allegations of paragraphs 2 and 3 of Plaintiff's petition.
3. Defendant denies the allegations of paragraph 7 of the petition.
4. Defendant admits that an accident occurred generally at the time and place alleged in paragraph 8, and further admits, upon information and belief, that Plaintiff was a passenger in a vehicle as alleged. Defendant denies the remainder of paragraph 8.
5. Paragraphs 9 through 12 and 13 through 17 do not contain allegations against this Defendant, and this Defendant is not required to respond further. To the extent these paragraphs do contain allegations against this Defendant, they are denied.
6. Defendant admits the allegations of paragraph 18 of Plaintiff's petition.
7. Defendant denies the allegations of paragraphs 19, 20, and 21 of the petition.
8. Defendant specifically denies that the co-defendants were uninsured or underinsured, and Plaintiff is therefore precluded from recovering against this Defendant.

9. By way of further defense, Defendant alleges that the injuries complained of by Plaintiff were preexisting in nature, and were neither caused nor worsened by the subject accident.

10. As discovery has not yet begun, Defendant is without sufficient information to assert other defenses beyond those contained herein, and Defendant hereby reserves the right to amend its answer prior to pretrial herein.

WHEREFORE, having answered fully, Defendant Liberty Mutual Group Inc. prays that Plaintiff take nothing by way of his petition filed herein against this Defendant, and that this Defendant have judgment in its favor, together with its costs and such other relief as the Court deems proper.

#### CROSS-CLAIM

COMES NOW the Defendant, Liberty Mutual Group Inc., and for its cross-claim against Defendants Demetries Deering and Kara Hughes, alleges and states:

1. Plaintiff has alleged that co-defendants negligently caused an accident, resulting in injuries to Plaintiff, and that co-defendants were uninsured or underinsured at the time of the accident, and for these reasons, Plaintiff is entitled to recover uninsured motorist benefits from this Defendant under a policy issued by it to Plaintiff.
2. In the event Plaintiff is entitled to recover against this Defendant, this Defendant is entitled, pursuant to the terms of its policy and pursuant to Oklahoma statute, to recover against the co-defendants.

WHEREFORE, in the event Defendant Liberty Mutual Group Inc. is found liable to Plaintiff, Liberty Mutual Group Inc. prays for judgment against Defendants Demetries Deering and Kara Hughes for all such sums, together with its costs and such other relief as the Court deems proper.

Respectfully submitted,

By Harry A. Parrish  
Harry A. Parrish, OBA #11463  
Franden | Woodard | Farris | Quillin  
+ Goodnight  
Williams Center Tower II  
Two West Second St., Suite 900  
Tulsa, OK 74103-3101  
918/583-7129  
FAX 918/584-3814  
*Attorney for Defendant*  
*Liberty Mutual Group Inc.*

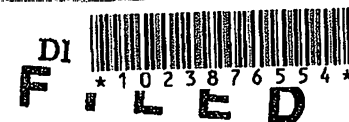
**CERTIFICATE OF SERVICE**

This is to certify that on this 3<sup>rd</sup> day of December, 2013, a true and correct copy of the above and foregoing was mailed via U.S. Mail, sufficient postage prepaid, to the following:

Mark L. Edwards  
The Edwards Law Firm  
P.O. Box 1066  
McAlester, OK 74848  
*Attorney for Plaintiff*

Harry A. Parrish  
Harry A. Parrish

## **EXHIBIT 6**



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY JAN - 3 2014

STATE OF OKLAHOMA

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

MONSI LGGRKE

Plaintiff,

- vs -

DEMETRIES DEERING, KARA HUGHES  
And LIBERTY MUTUAL GROUP INC.

Defendants.

CJ-2013-04766

Case No.

**SUMMONS** CARLOS J. CHAPPELLE

**TO THE ABOVE NAMED DEFENDANT: Demetries Deering**

You have been sued by the above named Plaintiff, and you are directed to file a written Answer to the attached Petition in the court at the above address **within twenty (20) days** after service of this Summons upon you, exclusive of the day of service. Within the same time, a copy of your Answer must be delivered or mailed to the attorney for the Plaintiff.

**Unless you respond to the Petition within the time stated, judgment will be rendered against you for the relief demanded in the Petition, together with the costs of the action.**

Issued on October 16, 2013.

Sally Howe Smith, COURT CLERK

[SEAL]

By Carl A. Demrey  
Deputy Court Clerk

Mark Edwards, OBA# 16570  
The Edwards Law Firm  
321 S. 3<sup>rd</sup> Street, Suite 1  
P.O. Box 1066  
McAlester, Ok 74502  
Telephone 918-302-3700  
Fax 918-302-3701  
Attorney for Plaintiff

**YOU MAY SEEK THE ADVICE OF ANY ATTORNEY ON ANY MATTER CONNECTED WITH THIS SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT AN ANSWER MAY BE FILED WITHIN THE TIME LIMIT STATED IN THE SUMMONS.**

SALLY HOWE SMITH  
COURT CLERK

**AFFIDAVIT OF SERVICE**

State of OKLAHOMA

County of TULSA

District Court

Case Number: CJ-2013-04766

Plaintiff:

MONSI LGGRKE

vs.

Defendant:

DEMETRIES DEERING, KARA HUGHES and LIBERTY MUTUAL GROUP, INC

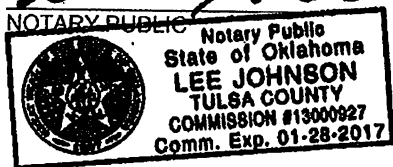
Received by Malan Investigations on the 27th day of December, 2013 at 7:30 pm to be served on DEMETRIES DEERING, 7132 S UTICA AVE APT 915, TULSA, OK 74136.

I, SCOTT MALAN, being duly sworn, depose and say that on the 29th day of December, 2013 at 2:48 pm, I:

INDIVIDUALLY/PERSONALLY served by delivering a true copy of the Summons and Petition with the date and hour of service endorsed thereon by me, to: DEMETRIES DEERING at the address of: 3167 S 130TH E PL, TULSA, OK 74134, and informed said person of the contents therein, in compliance with state statutes.

I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the judicial circuit in which the process was served.

Subscribed and Sworn to before me on the 30th day of December, 2013 by the affiant who is personally known to me.



  
SCOTT MALAN  
PSS # 2013-69

Malan Investigations  
P.O. Box 50455  
Tulsa, OK 74150  
(918) 592-5600

Our Job Serial Number: MAL-2013001563  
Ref: LGGRKE VS DEERING/HUGHES



## **EXHIBIT 7**

CP



FILED

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY

JAN - 3 2014

STATE OF OKLAHOMA

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

MONSI LGGRKE

Plaintiff,

- vs -

DEMETRIES DEERING, KARA HUGHES  
And LIBERTY MUTUAL GROUP INC.

Defendants.

CJ-2013-04766

Case No.

**SUMMONS** CARLOS J. CHAPPELLE

**TO THE ABOVE NAMED DEFENDANT: Kara Hughes**

You have been sued by the above named Plaintiff, and you are directed to file a written Answer to the attached Petition in the court at the above address **within twenty (20) days** after service of this Summons upon you, exclusive of the day of service. Within the same time, a copy of your Answer must be delivered or mailed to the attorney for the Plaintiff.

**Unless you respond to the Petition within the time stated, judgment will be rendered against you for the relief demanded in the Petition, together with the costs of the action.**

Issued on October 16, 2013.

Sally Howe Smith, COURT CLERK

[SEAL]

By Paul A. Donney  
Deputy Court Clerk

Mark Edwards, OBA# 16570  
The Edwards Law Firm  
321 S. 3<sup>rd</sup> Street, Suite 1  
P.O. Box 1066  
McAlester, Ok 74502  
Telephone 918-302-3700  
Fax 918-302-3701  
Attorney for Plaintiff

SALLY HOWE SMITH  
COURT CLERK

**YOU MAY SEEK THE ADVICE OF ANY ATTORNEY ON ANY MATTER CONNECTED WITH THIS SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT AN ANSWER MAY BE FILED WITHIN THE TIME LIMIT STATED IN THE SUMMONS.**

P

**AFFIDAVIT OF SERVICE**

State of OKLAHOMA

County of TULSA

District Court

Case Number: CJ-2013-04766

Plaintiff:

**MONSI LGGRKE**

vs.

Defendant:

**DEMETRIES DEERING, KARA HUGHES and LIBERTY MUTUAL GROUP, INC**

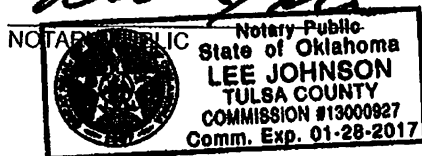
Received by Malan Investigations on the 27th day of December, 2013 at 7:30 pm to be served on **KARA HUGHES, 7132 S UTICA AVE APT 915, TULSA, OK 74136.**

I, **SCOTT MALAN**, being duly sworn, depose and say that on the 29th day of December, 2013 at 2:48 pm, I:

**INDIVIDUALLY/PERSONALLY** served by delivering a true copy of the **Summons and Petition** with the date and hour of service endorsed thereon by me, to: **KARA HUGHES** at the address of: **3167 S 130TH E PL, TULSA, OK 74134**, and informed said person of the contents therein, in compliance with state statutes.

I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the judicial circuit in which the process was served.

Subscribed and Sworn to before me on the 30th day of December, 2013 by the affiant who is personally known to me.



  
\_\_\_\_\_  
**SCOTT MALAN**  
PSS # 2013-69

Malan Investigations  
P.O. Box 50455  
Tulsa, OK 74150  
(918) 592-5600

Our Job Serial Number: MAL-2013001564  
Ref: LGGRKE VS DEERING/HUGHES



## **EXHIBIT 8**



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA

DISTRICT COURT  
**FILED**

FEB 19 2014

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

MONSIEUR L. G. CRKE,

Plaintiff,

vs.

DEMETRIES DEERING, KARA HUGHES,  
and LIBERTY MUTUAL GROUP INC.

Case No. CJ-2013-4766  
Judge Chappelle

**MOTION TO ENTER SCHEDULING ORDER**

COMES NOW, the Plaintiffs and hereby moves this Court, to enter a Scheduling Order and in support of this Motion states:

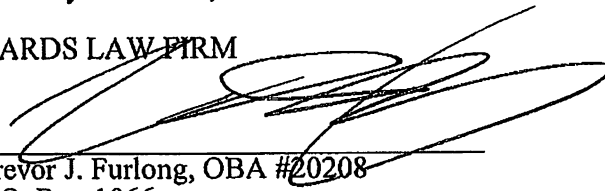
1. Case CJ-2013-4766 was filed on October 16, 2013. To date no Scheduling Order has been entered.
2. In order to complete discovery and set a Pretrial Hearing, this Court should enter a Scheduling Order in this case.

**THEREFORE**, Plaintiffs requests that this Court enter a Scheduling Order in this case.

Respectfully submitted,

EDWARDS LAW FIRM

By:

  
Trevor J. Furlong, OBA #20208  
P.O. Box 1066  
321 South 3<sup>rd</sup> Street, Suite 1  
McAlester, Oklahoma 74502  
(918) 302-3700 Telephone  
(918) 302-3701 Facsimile  
*Attorney for the Plaintiff*



## **EXHIBIT 9**



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA

MONSI LGGRKE,

Plaintiff,

vs.

DEMETRIES DEERING, KARA HUGHES,  
and LIBERTY MUTUAL GROUP INC.

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

Case No. CJ-2013-4766  
Judge Chappelle

ORDER SETTING HEARING

Now on this 21<sup>ST</sup> day of February, 2014, the setting of the hearing on the Plaintiff's *Motion to Enter Scheduling Order* comes on and the Court, being fully advised, finds:

IT IS THEREFORE ORDERED that this matter be scheduled for hearing on the 26<sup>th</sup> day of March, 2014, at 9 o'clock, A.m.

ORDERED this 21<sup>ST</sup> day of February, 2014.

JUDGE OF THE DISTRICT COURT

A handwritten signature, possibly "P", located at the bottom right of the page.

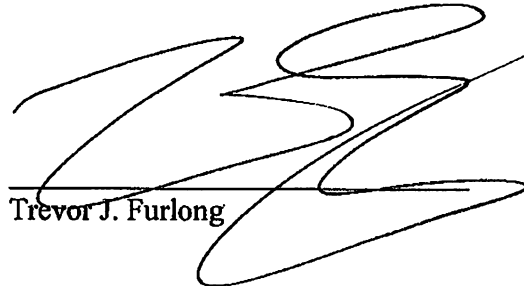
**CERTIFICATE OF SERVICE**

I hereby certify that on the 17<sup>th</sup> day of February, 2014, that I mailed a true and correct copy of the foregoing document with postage prepaid to the following:

Harry A. Parrish  
Franden, Woodard, Farris, Quinllin  
& Goodnight  
William Center Tower II  
Two West Second St., Suite 900  
Tulsa, OK 74103-3101

Demetries Deering  
3167 S. 130<sup>th</sup> E Pl  
Tulsa, OK 74134

Kara Hughes  
3167 S. 130<sup>th</sup> E Pl  
Tulsa, OK 74134



Trevor J. Furlong

## **EXHIBIT 10**



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA

DISTRICT COURT  
**FILED**

MAR 12 2014

MONSI LGGRKE,

Plaintiff,

vs.

DEMETRIES DEERING, KARA HUGHES,  
and LIBERTY MUTUAL GROUP INC.

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

Case No. CJ-2013-4766  
Judge Chappelle

AGREED SCHEDULING ORDER

THIS ORDER is entered this 10<sup>th</sup> day of March, 2014.

Counsel have discussed with the Court their respective need for adequate discovery time, complexity of legal issues to be addressed, and their caseload in arriving at this agreed Scheduling Order.

IT IS SO ORDERED that the following must be completed within the time fixed:

1. ADDITIONAL PARTIES to be joined and AMENDED PLEADINGS to be filed by: April 7, 2014
2. Parties shall exchange PRELIMINARY LISTS OF WITNESSES AND EXHIBITS by: May 4, 2014
3. DISCOVERY must be completed by: July 27, 2014
4. DISPOSITIVE MOTIONS will not be considered If filed after: August 11, 2014
5. SETTLEMENT CONFERENCE OR MEDIATION DATE & TIME: August 31, 2014
6. PRE-TRIAL CONFERENCE DATE & TIME: Sept 30, 2014 @ 9:30 AM  
(Jury Fee must be paid by time of pre-trial conference. 28 O.S. Sec 152.1 (B))
7. TRIAL DATE: Set at Pre-Trial
8. ESTIMATED TIME FOR TRIAL: 2 days
9. REQUESTED JURY INSTRUCTIONS must be filed by: 5 days prior to Trial

P

10. PROPOSED FINDINGS OF FACT AND CONCLUSIONS:  
OF LAW (Non-Jury) must be filed by:

N/A

11. TRIAL BRIEF must be filed by:

N/A

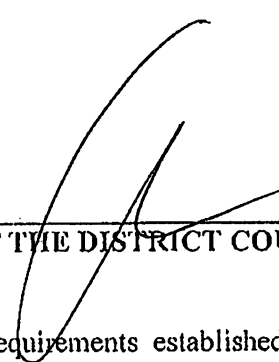
12. ADDITIONAL ORDERS:  
(Non-Jury) must be filed by:

N/A

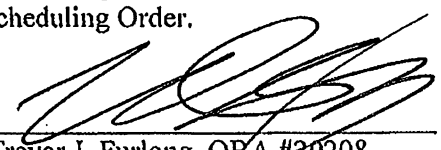
MEDICAL EXAMINATION OF Monsi L'ggrke shall be completed  
no later than July 2, 2014.  
THE MEDICAL EXAMINER shall submit the report to counsel requesting the  
examination, who shall submit a complete copy to all counsel, no later than  
July 16, 2014.


No date set by this Order can be changed except for good cause and upon  
written Order of this Court.

Dated: 8-15-14

  
\_\_\_\_\_  
JUDGE OF THE DISTRICT COURT

We have presented to the Court our views of time requirements established by this  
Scheduling Order.

  
\_\_\_\_\_  
Trevor J. Furlong, OBA #20208  
The Edwards Law Firm  
321 South 3<sup>rd</sup> Street, Suite 1  
P.O. Box 1066  
McAlester, Oklahoma 74502  
(918) 302-3700 Telephone  
(918) 302-3701 Facsimile  
*Attorney for the Plaintiff*

  
\_\_\_\_\_  
Harry A. Parrish, OBA#11463  
FRANDEN, WOODARD, FARRIS,  
QUILLIN & GOODNIGHT  
Williams Center Tower II  
Two West Second Street, Ste. 900  
Tulsa, OK 74103-3101  
(918) 583-7129 Telephone  
(918) 584-3814 Facsimile  
*Attorney for the Defendant, Liberty  
Mutual Group, Inc.*

# **EXHIBIT 11**



**DISTRICT COURT  
IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA**

APR - 3 2014

MONSI LGGRKE,

Plaintiff,

vs.

DEMETRIES DEERING, KARA HUGHES,  
and LIBERTY MUTUAL GROUP INC.

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

Case No. CJ-2013-4766  
Judge Chappelle

~~Amended~~ AGREED SCHEDULING ORDER

THIS ORDER is entered this 31<sup>ST</sup> day of March, 2014.

Counsel have discussed with the Court their respective need for adequate discovery time, complexity of legal issues to be addressed, and their caseload in arriving at this agreed Scheduling Order.

**IT IS SO ORDERED** that the following must be completed within the time fixed:

- |  |                               |
|--|-------------------------------|
| 1. ADDITIONAL PARTIES to be joined and AMENDED PLEADINGS to be filed by:   | <u>May 7, 2014</u>            |
| 2. Parties shall exchange PRELIMINARY LISTS OF WITNESSES AND EXHIBITS by:  | <u>June 4, 2014</u>           |
| 3. DISCOVERY must be completed by:   | <u>August 27, 2014</u>        |
| 4. DISPOSITIVE MOTIONS will not be considered<br>If filed after:   | <u>September 11, 2014</u>     |
| 5. SETTLEMENT CONFERENCE OR MEDIATION<br>DATE & TIME:  | <u>September 30, 2014</u>     |
| 6. PRE-TRIAL CONFERENCE DATE & TIME:<br>(Jury Fee must be paid by time of pre-trial conference. 28 O.S. Sec 152.1 (B)) | <u>Oct 30, 2014 @ 9:00 AM</u> |
| 7. TRIAL DATE:   | <u>Set at Pre-Trial</u>       |
| 8. ESTIMATED TIME FOR TRIAL:   | <u>2 days</u>                 |
| 9. REQUESTED JURY INSTRUCTIONS must be filed by:   | <u>5 days prior to Trial</u>  |

D

10. PROPOSED FINDINGS OF FACT AND CONCLUSIONS:  
OF LAW (Non-Jury) must be filed by:

N/A

11. TRIAL BRIEF must be filed by:

N/A

12. ADDITIONAL ORDERS:

(Non-Jury) must be filed by:

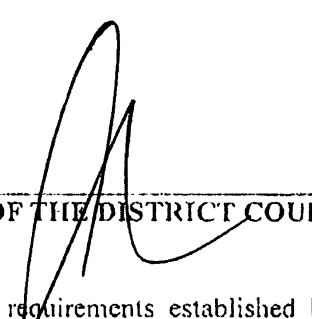
N/A

MEDICAL EXAMINATION OF Monsi L'ggrke shall be completed  
no later than August 2, 2014

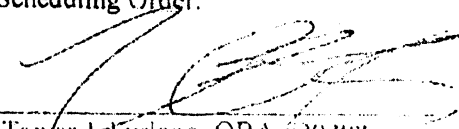
THE MEDICAL EXAMINER shall submit the report to counsel requesting the  
examination, who shall submit a complete copy to all counsel, no later than  
August 16, 2014

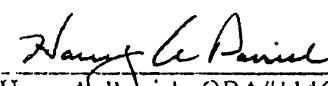
No date set by this Order can be changed except for good cause and upon  
written Order of this Court.

Dated: 3-31-14

  
JUDGE OF THE DISTRICT COURT

We have presented to the Court our views of time requirements established by this  
Scheduling Order.

  
Trevor J. Furlong, OBA #20208  
The Edwards Law Firm  
321 South 3<sup>rd</sup> Street, Suite 1  
P.O. Box 1066  
McAlester, Oklahoma 74502  
(918) 302-3700 Telephone  
(918) 302-3701 Facsimile  
*Attorney for the Plaintiff*

  
Harry A. Parrish, OBA#11463  
FRANDEN, WOODARD, FARRIS,  
QUILLIN & GOODNIGHT  
Williams Center Tower II  
Two West Second Street, Ste. 900  
Tulsa, OK 74103-3101  
(918) 583-7129 Telephone  
(918) 584-3814 Facsimile  
*Attorney for the Defendant, Liberty  
Mutual Group, Inc.*

## **EXHIBIT 12**

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA

MONSI LGGRKE,

Plaintiff,

vs.

DEMETRIES DEERING, KARA HUGHES,  
and LIBERTY MUTUAL GROUP INC.

Case No. CJ-2013-4766  
Judge Chappelle

DISTRICT COURT  
**FILED**

PLAINTIFF'S MOTION TO AMEND PETITION  
TO ADD BAD FAITH CLAIM

JUN 25 2014

COMES NOW Plaintiff, Monsi L'Ggrke, and moves the Court to <sup>SALLY HOWE SMITH, COURT CLERK</sup> ~~amend his petition~~ <sup>State of Oklahoma, Tulsa County</sup>

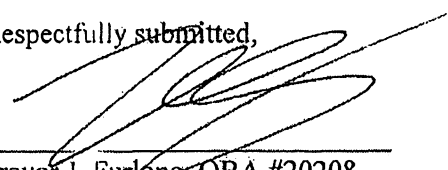
amend his petition. Plaintiff seeks to add a claim of bad faith against the defendant, Liberty Mutual Group Inc. arising out of their conduct and processing of the claim in the subject motor vehicle collision. In support of Plaintiff's motion he provides the Court with the following:

1. This matter concerns a two vehicle collision and Uninsured Motorist claim. The collision occurred on August 1, 2012. The collision occurred in Tulsa, Oklahoma.
2. Through the Court's Scheduling Order there was a deadline for amendments to pleadings of May 7, 2014.
3. The parties engaged in a mediation on June 12, 2014. During that mediation it was very apparent Liberty Mutual had grossly undervalued and otherwise not done a fair investigation of the claim of Plaintiff. Prior to that day there was not an offer or other discussion between the parties as to a valuation placed on the claim by Liberty Mutual.

4. Through the discovery in this case Plaintiff believes Defendant has breached its duty to deal fairly and in good faith in the handling of his underinsured motorist claim.
5. For the sake of judicial economy Plaintiff should be allowed to add any and all claims he has against all Defendants for the motor vehicle collision of August 1, 2012 in one case.
6. Discovery is currently ongoing in this case.
7. Pursuant to 12 OS §2015(A) this Court should permit plaintiff to amend his petition when justice so requires.
8. Plaintiff believes Liberty Mutual Group Inc. would not be prejudiced in any way if he was allowed to add the causes of action listed above.
9. Plaintiff contacted Defendant about this motion. They object to the proposed amendments to Plaintiff's Petition.

**WHEREFORE**, Plaintiff requests leave of Court to amend his Petition to add causes of action against the Defendant as described above along with all other appropriate relief.

Respectfully submitted,



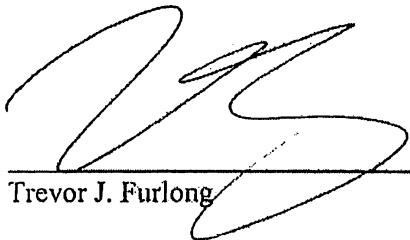
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Trevor J. Furlong, OBA #20208  
The Edwards Law Firm  
321 S. Third Street, Suite 1  
P.O. Box 1066  
McAlester, OK 74502  
(918) 302-3700 – Telephone  
(918) 302-3701 – Facsimile  
*Attorneys for Plaintiff*

**CERTIFICATE OF MAILING**

I hereby certify that on the 18<sup>th</sup> day of June 2014, a true and correct copy of the above and foregoing document was mailed with proper postage fully prepaid thereon, to the following:

**Harry Parrish  
Williams Center Tower II  
Two West 2nd Street  
Suite 900  
Tulsa, OK 74103  
Attorney for Defendant Liberty Mutual**

  
\_\_\_\_\_  
Trevor J. Furlong

## **EXHIBIT 13**

IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA

MONSI LGGRKE,

Plaintiff,

v.

DEMETRIES DEERING, KARA  
HUGHES, and LIBERTY MUTUAL  
GROUP INC.

Defendants.

Case No. CJ-2013-4766  
*Honorable Carlos Chapelle*

DISTRICT COURT  
**FILED**

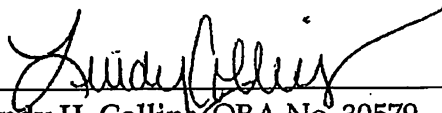
JUL 14 2014

ENTRY OF APPEARANCE

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA: TULSA COUNTY

Lindy H. Collins, of the law firm Newton, O'Connor, Turner & Ketchum, PC,  
hereby enters her appearance on behalf of the Defendant, Liberty Mutual Group, Inc., in  
the above captioned cause.

Respectfully submitted,

  
Lindy H. Collins, OBA No. 30579  
NEWTON, O'CONNOR, TURNER & KETCHUM, P.C.  
15 West Sixth Street, Suite 2700  
Tulsa, Oklahoma 74119  
Telephone: (918) 587-0101  
Facsimile: (918) 587-0102

ATTORNEYS FOR DEFENDANT,  
LIBERTY MUTUAL GROUP, INC.

**CERTIFICATE OF SERVICE**


I hereby certify that on the 14th day of July, 2014, a true and correct copy of the forgoing was delivered via U.S. Mail, postage prepaid, to:

Trevor J. Furlong  
THE EDWARDS LAW FIRM  
321 S. Third Street, Suite 1  
P.O. Box 1066  
McAlester, OK 74502

**ATTORNEYS FOR PLAINTIFFS**

Harry Parrish  
FRANDEN, WOODARD, FARRIS, QUILLIN & GOODNIGHT  
Williams Center Tower II  
Two West 2nd Street, Suite 900  
Tulsa, OK 74103

**ATTORNEYS FOR DEFENDANT LIBERTY MUTUAL GROUP, INC.**

  
\_\_\_\_\_  
Lindy H. Collins

## **EXHIBIT 14**

IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA

MONSI LGGRKE,

Plaintiff,

v.

DEMETRIES DEERING, KARA  
HUGHES, and LIBERTY MUTUAL  
GROUP INC.

Defendants.

Case No. CJ-2013-4766  
*Honorable Carlos Chapelle*

DISTRICT COURT  
**FILED**

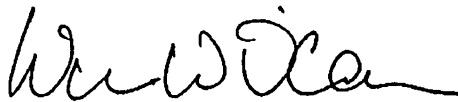
JUL 14 2014

ENTRY OF APPEARANCE

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

William W. O'Connor, of the law firm Newton, O'Connor, Turner & Ketchum,  
PC, hereby enters his appearance on behalf of the Defendant, Liberty Mutual Group,  
Inc., in the above captioned cause.

Respectfully submitted,



William W. O'Connor, OBA No. 13200  
NEWTON, O'CONNOR, TURNER & KETCHUM, P.C.  
15 West Sixth Street, Suite 2700  
Tulsa, Oklahoma 74119  
Telephone: (918) 587-0101  
Facsimile: (918) 587-0102

ATTORNEYS FOR DEFENDANT,  
LIBERTY MUTUAL GROUP, INC.

**CERTIFICATE OF SERVICE**

I hereby certify that on the 14th day of July, 2014, a true and correct copy of the forgoing was delivered via U.S. Mail, postage prepaid, to:

Trevor J. Furlong  
THE EDWARDS LAW FIRM  
321 S. Third Street, Suite 1  
P.O. Box 1066  
McAlester, OK 74502

**ATTORNEYS FOR PLAINTIFFS**

Harry Parrish  
FRANDEN, WOODARD, FARRIS, QUILLIN & GOODNIGHT  
Williams Center Tower II  
Two West 2nd Street, Suite 900  
Tulsa, OK 74103

**ATTORNEYS FOR DEFENDANT LIBERTY MUTUAL GROUP, INC.**

A handwritten signature in black ink, appearing to read 'W. W. O'Connor', written over a horizontal line.

William W. O'Connor

## **EXHIBIT 15**

IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA

DISTRICT COURT  
**FILED**

JUL 14 2014

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

MONSI LGGRKE,

Plaintiff,

v.

DEMETRIES DEERING, KARA  
HUGHES, and LIBERTY MUTUAL  
GROUP INC.

Defendants.

Case No. CJ-2013-4766  
*Honorable Carlos Chapelle*

**DEFENDANT LIBERTY MUTUAL GROUP, INC.'S RESPONSE AND OBJECTION  
TO PLAINTIFF'S MOTION TO AMEND PETITION**

Defendant Liberty Mutual Group, Inc. ("Liberty Mutual") respectfully requests that the Court deny the Motion to Amend Petition of Plaintiff Monsi L'Ggrke ("Plaintiff"), filed June 25, 2014. In support of this Response, Liberty Mutual states the following:

1. Plaintiff filed a lawsuit against Liberty Mutual on October 16, 2013, alleging that Liberty Mutual is liable to Plaintiff for underinsured motorist benefits resulting from a motor vehicle accident on August 1, 2012.

2. Plaintiff has failed to prosecute his claim since the filing of the Petition. Indeed, Plaintiff waited until June 18, 2014 to serve discovery on Liberty Mutual.

3. The current scheduling order required the parties to amend the pleadings on or before May 7, 2014. Nonetheless, Plaintiff filed a Motion to Amend Petition to Add Bad Faith Claim on June 25, 2014.

4. Plaintiff has inexcusably failed to prosecute his claims and comply with the scheduling order, and Liberty Mutual respectfully submits that it should not be permitted to add new claims to the pending lawsuit at this time.

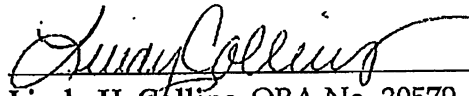
5. Plaintiff's confusing Motion states that, "[t]hrough discovery in this case," Liberty Mutual failed to deal fairly and in good faith in the handling of Plaintiff's underinsured motorist claim. To the extent that Liberty Mutual has not yet responded to Plaintiff's first set of discovery, Plaintiff's basis for the belated request to amend the Petition is meritless and illogical.

6. Significantly, the litigation conduct of a Defendant may not serve as evidence of bad faith under Oklahoma law. The Oklahoma state and federal courts have "refused to recognize a bad faith claim against an insurer based solely on an insurance company's alleged post-litigation conduct of disputing an insured's damages. . . . Rather, after a lawsuit is pending, to hold an insurer's acceptable litigation tactics as evidence of bad faith would be to deny the insurer a complete defense. To date, the courts have uniformly rejected the argument that an insurer can be guilty of bad faith for simply defending itself in a coverage litigation and taking advantage, even zealously so, of every right afforded under applicable state and federal discovery rules." *Andres*

*v. Okla. Farm Bureau Mut. Ins. Co.*, 2012 OK CIV APP 93, ¶ 13, 290 P.3d 15, 2012 Okla. Civ. App. LEXIS 77 (Okla. Ct. App. 2012). Accordingly, Plaintiff's proposed new claim of bad faith discovery conduct would fail. As such, Plaintiff's request to amend the Petition to add such a claim should be denied.

For the above and foregoing reasons, Defendant Liberty Mutual Group, Inc. respectfully requests that the Court deny Plaintiff's Motion to Amend Petition to Add Bad Faith Claim.

Respectfully submitted,



Lindy H. Collins, OBA No. 30579

NEWTON, O'CONNOR, TURNER & KETCHUM, P.C.

15 West Sixth Street, Suite 2700

Tulsa, Oklahoma 74119

Telephone: (918) 587-0101

Facsimile: (918) 587-0102

**ATTORNEYS FOR DEFENDANT,  
LIBERTY MUTUAL GROUP, INC.**

**CERTIFICATE OF SERVICE**

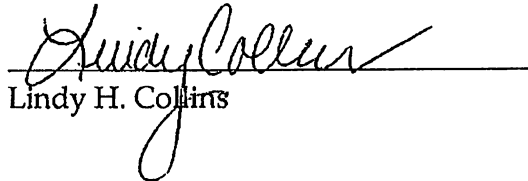
I hereby certify that on the 14th day of July, 2014, a true and correct copy of the forgoing was delivered via U.S. Mail, postage prepaid, to:

Trevor J. Furlong  
THE EDWARDS LAW FIRM  
321 S. Third Street, Suite 1  
P.O. Box 1066  
McAlester, OK 74502

**ATTORNEYS FOR PLAINTIFFS**

Harry Parrish  
FRANDEN, WOODARD, FARRIS, QUILLIN & GOODNIGHT  
Williams Center Tower II  
Two West 2nd Street, Suite 900  
Tulsa, OK 74103

**ATTORNEYS FOR DEFENDANT LIBERTY MUTUAL GROUP, INC.**

  
Lindy H. Collins

## **EXHIBIT 16**

**IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA**

MONSI LGGRKE,

Plaintiff,

**VS.**

DEMETRIES DEERING, KARA HUGHES,  
and LIBERTY MUTUAL GROUP INC.

Case No. CJ-2013-4766  
Judge Chappelle

**APPLICATION TO WITHDRAW AS COUNSEL OF RECORD**

Harry A. Parrish of Franden, Woodard, Farris, Quillin & Goodnight, counsel of record for Defendant Liberty Mutual Group, Inc., respectfully requests that the Court allow him to withdraw as attorney for said Defendant for the reason that the firm of Newton, O'Connor, Turner & Ketchum, P.C. has been retained to represent Liberty Mutual Group, Inc. in this matter.

Respectfully submitted,

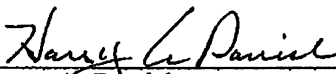
By Harry A. Parrish  
Harry A. Parrish, OBA #11463  
FRANDEN, WOODARD, FARRIS,  
QUILLIN & GOODNIGHT  
Williams Center Tower II  
Two West Second St., Suite 900  
Tulsa, OK 74103-3101  
918/583-7129  
FAX 918/584-3814  
*Attorney for Defendant*  
*Liberty Mutual Group Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 18<sup>th</sup> day of July, 2014, a true and correct copy of the above and foregoing was mailed, properly addressed and postage fully prepaid to:

Mark L. Edwards  
The Edwards Law Firm  
P.O. Box 1066  
McAlester, OK 74848  
*Attorney for Plaintiff*

William W. O'Connor  
Lindy H. Collins  
Newton, O'Connor, Turner,  
& Ketchum, P.C.  
15 West Sixth Street, Suite 2700  
Tulsa, OK 74119  
*Attorneys for Liberty Mutual  
Group, Inc.*

  
\_\_\_\_\_  
Harry A. Parrish

## **EXHIBIT 17**

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA

MONSI LGGRKE,

Plaintiff,

vs.

DEMETRIES DEERING, KARA HUGHES,  
and LIBERTY MUTUAL GROUP INC.

)  
)  
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)  
)  
)  
)  
)  
)

Case No. CJ-2013-4766  
Judge Chappelle

DISTRICT COURT  
**FILED**

JUL 21 2014

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA: TULSA COUNTY

**ORDER ALLOWING WITHDRAWAL OF COUNSEL**

Upon application of Harry A. Parrish of the law firm of Franden, Woodard, Farris, Quillin & Goodnight, requesting that this Court enter an order allowing him to withdraw as counsel of record for the Defendant Liberty Mutual Group, Inc., and as the law firm of Newton, O'Connor, Turner & Ketchum, P.C. has entered an appearance to represent Liberty Mutual Group, Inc. in the above-styled and numbered cause of action, and for good cause shown,

**IT IS HEREBY ORDERED** that Harry A. Parrish is hereby granted leave to withdraw as counsel of record for Defendant Liberty Mutual Group, Inc.

Dated: 7-21-14

**CARLOS J. CHAPPELLE**

JUDGE OF THE DISTRICT COURT

Submitted by:

Harry A. Parrish, OBA #11463  
FRANDEN, WOODARD, FARRIS,  
QUILLIN & GOODNIGHT  
Two West Second St., Suite 900  
Tulsa, OK 74103-3101  
918/583-7129  
*Attorney for Defendant  
Liberty Mutual Group Inc.*

## **EXHIBIT 18**

DISTRICT COURT  
**FILED**

IN THE DISTRICT COURT OF TULSA COUNTY JUL 28 2014  
STATE OF OKLAHOMA  
2014 JUL 28 AM 9:44

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

**ORDER**

On this 28<sup>th</sup> day of July, 2014, the following matters in the designated case on for decision, pursuant to the rules of the District Court for Tulsa County. The Clerk of the Court is directed to notify counsel of record of the indicated decision by mailing a copy of this Order to them and to file a copy of this order in this case.

  
CARLOS J. CHAPPELLE, DISTRICT JUDGE

CJ-2013-4766 MONSI LGGRKE, PLAINTIFF vs. DEMETRIES DEERING, KARA HUGHES, and LIBERTY MUTUAL GROUP, INC., DEFENDANTS.

PLAINTIFF'S MOTION TO AMEND PETITION TO ADD BAD FAITH CLAIM FILED 06-25-14 IS GRANTED. PLAINTIFF SHALL HAVE 20 DAYS FROM THE DATE OF THIS ORDER TO FILE AN AMENDED PETITION, AND DEFENDANT LIBERTY MUTUAL GROUP, INC., SHALL HAVE 20 DAYS THEREAFTER TO FILE AN ANSWER TO THE AMENDED PETITION.

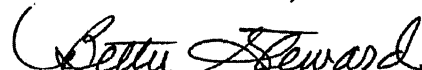
COUNSEL FOR PLAINTIFF TO PREPARE ORDER.

NOTICE TO: TREVOR FURLONG, P O BOX 1066, MCALESTER, OK 74502;  
HARRY PARRISH, WILLIAMS CENTER TOWER II, 2 WEST 2<sup>ND</sup> ST,  
STE 900, TULSA, OK 74103;

**AFFIDAVIT OF MAILING**

I, Sally Howe Smith, Court Clerk of Tulsa County, hereby certify that on the 28<sup>th</sup> day of July, 2014 a true and correct copy of the foregoing Order was mailed to each of the attorneys listed above and a true and correct copy of the foregoing order was filed in each of the above foregoing cases.

SALLY HOWE SMITH, Court Clerk

  
Betty Steward, Deputy Clerk

## **EXHIBIT 19**

IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA

DISTRICT COURT  
**FILED**

AUG - 6 2014

MONSI LGGRKE,

Plaintiff,

v.

DEMETRIES DEERING, KARA  
HUGHES, and LIBERTY MUTUAL  
GROUP INC.

Defendants.

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

Case No. CJ-2013-4766  
*Honorable Carlos Chappelle*

**MOTION TO EXTEND EXISTING SCHEDULING ORDER DEADLINES**

Defendant Liberty Mutual Group ("Liberty Mutual"), respectfully moves the Court for an extension of the existing scheduling order deadlines by ninety (90) days. Liberty Mutual attaches a Second Agreed Amended Scheduling Order, Exhibit A, containing the new deadlines. In support of this Motion, Liberty Mutual states as follows:

1. On April 3, 2014, the Court entered the Amended Agreed Scheduling Order.
2. Since the Court's entry of the Amended Agreed Scheduling Order, Plaintiff filed a Motion to Amend Petition to Add Bad Faith Claim ("Plaintiff's Motion"). On July 28, 2104, the Court granted Plaintiff's Motion, ordered Plaintiff to file his amended petition within twenty (20) days, and ordered Defendant Liberty Mutual Group to file its Answer within twenty (20) days thereafter. As a result, the parties

require additional time for discovery related to the bad faith claim.

3. Liberty Mutual respectfully submits that a ninety (90) day continuance of the scheduling order deadlines is necessary.

4. Plaintiff does not object to the requested extension. Plaintiff has agreed to the proposed dates and signed the Second Agreed Amended Scheduling Order attached as Exhibit A.

5. Liberty Mutual respectfully requests that all remaining deadlines in the current Amended Agreed Scheduling Order be extended by ninety (90) days, as set forth in the Exhibit A.

6. This extension is not sought for purposes of delay, but instead to allow adequate time for discovery.

#### CONCLUSION

Defendant, Liberty Mutual Group, respectfully requests that the Court grant this Joint Motion and enter the Second Agreed Amended Scheduling Order, attached hereto as Exhibit A.

Respectfully submitted,

A handwritten signature in cursive script, reading "William W. O'Connor (us)".

William W. O'Connor, OBA No. 13200

Lindy H. Collins, OBA No. 30579

NEWTON, O'CONNOR, TURNER & KETCHUM, P.C.

15 West Sixth Street, Suite 2700

Tulsa, Oklahoma 74119

Telephone: (918) 587-0101

Facsimile: (918) 587-0102

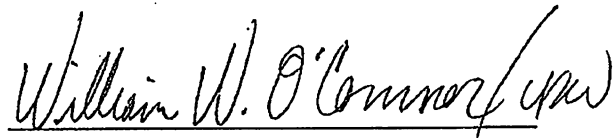
**ATTORNEYS FOR DEFENDANT,  
LIBERTY MUTUAL GROUP, INC.**

**CERTIFICATE OF SERVICE**

I hereby certify that on the 6th day of August, 2014, a true and correct copy of the forgoing was delivered via U.S. Mail, postage prepaid, to:

Trevor J. Furlong  
THE EDWARDS LAW FIRM  
321 S. Third Street, Suite 1  
P.O. Box 1066  
McAlester, OK 74502

**ATTORNEYS FOR PLAINTIFFS**

A handwritten signature in black ink, reading "William W. O'Connor" with a stylized flourish at the end.

William W. O'Connor

IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA

MONSI LGGRKE,

Plaintiff,

v.

DEMETRIES DEERING, KARA  
HUGHES, and LIBERTY MUTUAL  
GROUP INC.

Defendants.

Case No. CJ-2013-4766  
*Honorable Carlos Chappelle*

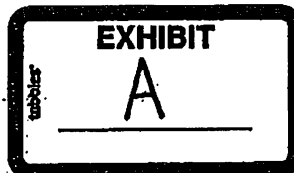
SECOND AGREED AMENDED SCHEDULING ORDER

This Order is entered this \_\_\_\_\_ day of August, 2014.

Counsel have discussed with the Court their respective need for adequate discovery time, complexity of legal issues to be addressed, and their caseload in arriving at this agreed Scheduling Order.

IT IS SO ORDERED that the following must be completed within the time fixed:

1. Parties shall exchange PRELIMINARY LISTS OF WITNESSES AND EXHIBITS by: September 2, 2014
2. DISCOVERY must be completed by: November 25, 2014
3. DISPOSITIVE MOTIONS will not be considered if filed after: December 10, 2014
4. SETTLEMENT CONFERENCE OR MEDIATION to be completed by: December 29, 2014
5. PRETRIAL CONFERENCE DATE & TIME: \_\_\_\_\_  
(Jury Fee must be paid by time of pre-trial conference, 28 O.S. § 152.1 (B))
6. TRIAL DATE: \_\_\_\_\_



To be set at pretrial

7. ESTIMATED TIME FOR TRIAL: 1 week
8. REQUESTED JURY INSTRUCTIONS must be filed by: 5 days prior to trial
9. PROPOSED FINDING OF FACT AND CONCLUSIONS OF LAW (Non-Jury)  
must be filed by: n/a
10. Trial Brief must be filed by: n/a
11. ADDITIONAL ORDERS:  
(Non-Jury) must be filed by: n/a

MEDICAL EXAMINATION OF Monsi L'Ggrke shall be completed no later than:  
October 31, 2014.

THE MEDICAL EXAMINER shall submit the report to counsel requesting the  
examination who shall submit a complete copy to all counsel, no later than:  
November 14, 2014

No date set by this Order can be changed except for good cause on written  
Order of this Court.

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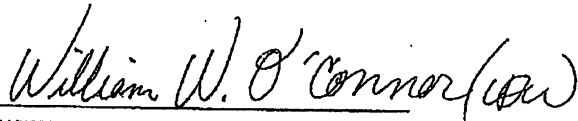
Carlos Chappelle  
District Judge

We have presented to the Court our views of time requirements established by this Scheduling Order.



Trevor J. Furlong, OBA No. 20208  
THE EDWARDS LAW FIRM  
321 S. Third Street, Suite 1  
P.O. Box 1066  
McAlester, OK 74502

**ATTORNEY FOR PLAINTIFF**



William W. O'Connor, OBA No. 13200  
NEWTON, O'CONNOR, TURNER & KETCHUM, P.C.  
15 West Sixth Street, Suite 2700  
Tulsa, Oklahoma 74119

**ATTORNEY FOR LIBERTY MUTUAL GROUP**

## **EXHIBIT 20**



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA

DISTRICT COURT  
**FILED**

AUG - 6 2014

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

MONSI LGGRKE	)	
	)	
Plaintiff,	)	
	)	
- vs -	)	Case No. CJ-2013-4766
	)	
DEMETRIES DEERING, KARA HUGHES	)	Honorable Carlos Chapelle
And LIBERTY MUTUAL GROUP INC.	)	
	)	
Defendants.	)	

**FIRST AMENDED PETITION**

COMES NOW, the Plaintiff by and through his attorneys of record, Mark L. Edwards and Trevor J. Furlong, and for his cause of action against the Defendants, Demetries Deering, Kara Hughes and Liberty Mutual Group Inc., alleges and states as follows:

1. That the Plaintiff, Monsi L'Ggrke is a resident of the city of Tulsa, in Tulsa County, Oklahoma.
2. That the Defendant, Demetries Deering, is a resident of the city of Tulsa, in Tulsa County, Oklahoma.
3. That the Defendant, Kara Hughes, is a resident of the city of Tulsa, in Tulsa County, Oklahoma.
4. That the Defendant Liberty Mutual Group Inc., is the Plaintiff's uninsured/underinsured motorist carrier, at the time of the collision. Therefore, Plaintiff brings this action against Liberty Mutual Group Inc. to establish his rights to the underinsured motorist coverage.
5. That the accident which gives rise to this action occurred on August 2012 in Tulsa County, Oklahoma.

2014-AUG-6 A 10:21  
SALLY HOWE SMITH  
COURT CLERK

p

6. That this Court has jurisdiction and venue in this matter.

7. That the Plaintiff was without fault and that the damages from the accident were directly and proximately caused by and due to the negligence of the Defendant, Demetries Deering and Kara Hughes as set forth below.

8. That on or about August 1, 2012 Plaintiff was a passenger in a vehicle that was stopped at a red light on E. 71<sup>st</sup> street in the westbound left turn lane on South Wheeling Avenue. Plaintiff was waiting to turn left when he was struck from behind by Demetries Deering.

9. That Plaintiff, Monsi L'Ggrke sustained serious injuries to his neck as a result of the motor vehicle collision.

10. Those neck injuries required surgery.

11. Plaintiff continually requested Defendant, Liberty Mutual Group Inc., approve payment of the necessary medical treatment for his neck injury.

12. Defendant, Liberty Mutual Group Inc., continually failed to respond to Plaintiff's requests.

13. Multiple physicians' offices contacted Defendant, Liberty Mutual Group Inc., advising them of the necessity of the medical treatment of Plaintiff. Each time Liberty Mutual either denied the service or failed to respond.

14. Plaintiff presented his claim to Defendant, Liberty Mutual Group Inc. They evaluated the claim well below the document medical expenses without any good faith basis to do so.

#### COUNT I

15. That Defendant, Demetries Deering, was negligent in striking the back of the

vehicle containing Plaintiff.

16. That as a result of that negligence Plaintiff was injured and has suffered damages.

17. That Plaintiff's damages include, but are not limited to past and future physical pain and suffering, past and future mental anguish, medical expenses and permanent injury.

18. Wherefore, Plaintiff prays for a judgment against Defendant, Demetries Deering, in an amount in excess of \$75,000.00, his costs, and other relief to which he may be entitled.

### **COUNT II**

19. That Defendant, Kara Hughes, was the owner of the vehicle driven by Defendant Demetries Deering when the aforementioned wreck occurred.

20. That Defendant, Kara Hughes, negligently entrusted her vehicle to Defendant Demetries Deering.

21. That as a result of that negligent entrustment Plaintiff was injured and has suffered damages.

22. That Plaintiff's damages include, but are not limited to past and future physical pain and suffering, past and future mental anguish, medical expenses and permanent injury.

23. Wherefore, Plaintiff prays for a judgment against Defendant, Kara Hughes, in an amount in excess of \$75,000.00, his costs, and other relief to which he may be entitled.

### **COUNT III**

24. That Defendant, Liberty Mutual Group Inc., insured the Plaintiff Monsi L'Ggrke with an automobile policy that provided uninsured/underinsured motorist coverage.

25. That Defendant's Demetries Deering and Kara Hughes were at the time of the aforementioned collision, uninsured or underinsured as defined in Plaintiff's policy with

Defendant Liberty Mutual Group Inc.

26. That due to the nature and extent of Plaintiff's injuries, Defendant Liberty Mutual Group Inc., is bound to pay Plaintiff the limits of said policy, or \$500,000.00.

27. Wherefore, Plaintiff prays for a judgment against Defendant Liberty Mutual Group Inc. in an amount in excess of \$75,000.00, his costs, and other relief to which he may be entitled.

#### **COUNT IV**

28. That Defendant, Liberty Mutual Group Inc. had a contract to pay uninsured/underinsured motorist benefits to its insured and those occupants of the vehicle covered by Defendant, Liberty Mutual Group Inc.

29. Plaintiff is the spouse and occupant of the a vehicle insured by Defendant, Liberty Mutual Group Inc.

30. Defendant, Liberty Mutual Group Inc., has breached its contract with Plaintiff, Monsi L'Ggrke by failing to timely pay his claim.

31. Defendant, Liberty Mutual Group Inc., has breached its contract with Plaintiff, Monsi L'Ggrke by failing to properly investigate the claim of Plaintiff.

32. Defendant, Liberty Mutual Group Inc., has breached its contract with Plaintiff, Monsi L'Ggrke in other was to be determined through discovery.

33. Wherefore, Plaintiff prays for a judgment against Defendant, Liberty Mutual Group Inc., in an amount in excess of \$75,000.00, his costs, and other relief to which he may be entitled.

**COUNT V**

34. That Defendant, Liberty Mutual Group Inc., had a duty to act in good faith when dealing with Plaintiff's underinsured/uninsured motorist claim.

35. That the claim made by Plaintiff on the policy of Liberty Mutual Group, Inc. is a valid claim under the above mentioned insurance policy.

36. Defendant, Liberty Mutual Group, Inc., is required to pay under its policy.

37. Defendant, Liberty Mutual Group, Inc., did not perform a proper investigation.

38. Defendant, Liberty Mutual Group, Inc., did not act properly on the results of their investigation.

39. Defendant, Liberty Mutual Group, Inc., did not properly evaluate the results of its investigation properly.

40. The amount offered on the claim of Plaintiff by Defendant, Liberty Mutual Group Inc., to satisfy the claim was unreasonably low.

41. Defendant, Liberty Mutual Group, Inc., did not fairly and in good faith deal with Plaintiff.

42. The violation by Defendant, Liberty Mutual Group, Inc., of its duty of good faith and fair dealing was the direct cause of the injury sustained by Plaintiff.

43. Wherefore, Plaintiff prays for a judgment against Defendant Liberty Mutual Group Inc. in an amount in excess of \$75,000.00, his costs, and other relief to which he may be entitled.

**JURY TRIAL DEMAND RESERVED  
ATTORNEY LIEN CLAIMED**

Respectfully submitted,

THE EDWARDS LAW FIRM

A handwritten signature in black ink, appearing to be 'Mark L. Edwards', written over a horizontal line.

Mark L. Edwards, OBA # 16570

Trevor J. Furlong, OBA#20208

The Edwards Law Firm

P.O. Box 1066

McAlester, OK. 74848

(918) 302-3700

(918) 302-3701

ATTORNEY FOR PLAINTIFF

## **EXHIBIT 21**

IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA

DISTRICT COURT  
**FILED**  
AUG - 8 2014

MONSI LGGRKE,

Plaintiff,

v.

DEMETRIES DEERING, KARA  
HUGHES, and LIBERTY MUTUAL  
GROUP INC.

Defendants.

Case No. CJ-2013-4766  
*Honorable Carlos Chappelle*

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

**SECOND AGREED AMENDED SCHEDULING ORDER**

This Order is entered this 8<sup>th</sup> day of August, 2014.

Counsel have discussed with the Court their respective need for adequate discovery time, complexity of legal issues to be addressed, and their caseload in arriving at this agreed Scheduling Order.

**IT IS SO ORDERED** that the following must be completed within the time fixed:

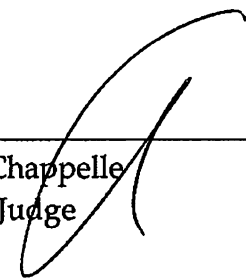
1. Parties shall exchange PRELIMINARY LISTS OF WITNESSES AND EXHIBITS by: September 2, 2014
2. DISCOVERY must be completed by: November 25, 2014
3. DISPOSITIVE MOTIONS will not be considered if filed after: December 10, 2014
4. SETTLEMENT CONFERENCE OR MEDIATION to be completed by: December 29, 2104
5. PRETRIAL CONFERENCE DATE & TIME: Feb 5, 2015 @ 1:30 PM  
(Jury Fee must be paid by time of pre-trial conference, 28 O.S. § 152.1 (B))
6. TRIAL DATE: To be set at pretrial

7. ESTIMATED TIME FOR TRIAL: 1 week
8. REQUESTED JURY INSTRUCTIONS must be filed by: 5 days prior to trial
9. PROPOSED FINDING OF FACT AND CONCLUSIONS OF LAW (Non-Jury)  
must be filed by: n/a
10. Trial Brief must be filed by: n/a
11. ADDITIONAL ORDERS:  
(Non-Jury) must be filed by: n/a

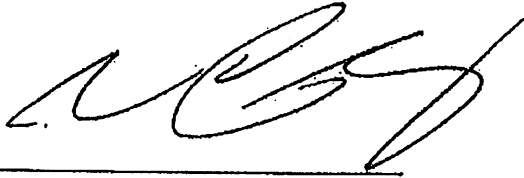
MEDICAL EXAMINATION OF Monsi L'Grke shall be completed no later than:  
October 31, 2014.

THE MEDICAL EXAMINER shall submit the report to counsel requesting the  
examination who shall submit a complete copy to all counsel, no later than:  
November 14, 2014

No date set by this Order can be changed except for good cause on written  
Order of this Court.

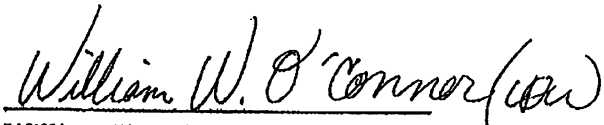
  
\_\_\_\_\_  
Carlos Chappelle  
District Judge

We have presented to the Court our views of time requirements established by this Scheduling Order.



Trevor J. Furlong, OBA No. 20208  
THE EDWARDS LAW FIRM  
321 S. Third Street, Suite 1  
P.O. Box 1066  
McAlester, OK 74502

**ATTORNEY FOR PLAINTIFF**



William W. O'Connor, OBA No. 13200  
NEWTON, O'CONNOR, TURNER & KETCHUM, P.C.  
15 West Sixth Street, Suite 2700  
Tulsa, Oklahoma 74119

**ATTORNEY FOR LIBERTY MUTUAL GROUP**

## **EXHIBIT 22**



27

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY

**DISTRICT COURT  
FILED**

STATE OF OKLAHOMA

SEP 2 - 2014

MONSI LGGRKE

Plaintiff,

- vs -

DEMETRIES DEERING, KARA HUGHES  
And LM GENERAL INSURANCE  
COMPANY

Defendants.

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

Case No. CJ-2013-4766

Honorable Carlos Chapelle

**SECOND AMENDED PETITION**

COMES NOW, the Plaintiff by and through his attorneys of record, Mark L. Edwards and Trevor J. Furlong, and for his cause of action against the Defendants, Demetries Deering, Kara Hughes and LM General Insurance Company, alleges and states as follows:

1. That the Plaintiff, Monsi L'Ggrke is a resident of the city of Tulsa, in Tulsa County, Oklahoma.
2. That the Defendant, Demetries Deering, is a resident of the city of Tulsa, in Tulsa County, Oklahoma.
3. That the Defendant, Kara Hughes, is a resident of the city of Tulsa, in Tulsa County, Oklahoma.
4. That the Defendant LM General Insurance Company, is the Plaintiff's uninsured/underinsured motorist carrier, at the time of the collision. Therefore, Plaintiff brings this action against LM General Insurance Company to establish his rights to the underinsured motorist coverage.

P

5. That the accident which gives rise to this action occurred on August 1, 2012 in Tulsa County, Oklahoma.

6. That this Court has jurisdiction and venue in this matter.

7. That the Plaintiff was without fault and that the damages from the accident were directly and proximately caused by and due to the negligence of the Defendant, Demetries Deering and Kara Hughes as set forth below.

8. That on or about August 1, 2012 Plaintiff was a passenger in a vehicle that was stopped at a red light on E. 71<sup>st</sup> street in the westbound left turn lane on South Wheeling Avenue. Plaintiff was waiting to turn left when he was struck from behind by Demetries Deering.

9. That Plaintiff, Monsi L'Ggrke sustained serious injuries to his neck as a result of the motor vehicle collision.

10. Those neck injuries required surgery.

11. Plaintiff continually requested Defendant, LM General Insurance Company approve payment of the necessary medical treatment for his neck injury.

12. Defendant, LM General Insurance Company, continually failed to respond to Plaintiff's requests.

13. Multiple physicians' offices contacted Defendant, LM General Insurance Company, advising them of the necessity of the medical treatment of Plaintiff. Each time LM General Insurance Company either denied the service or failed to respond.

14. Plaintiff presented his claim to Defendant, LM General Insurance Company. They evaluated the claim well below the document medical expenses without any good faith basis to do so.

**COUNT I**

15. That Defendant, Demetries Deering, was negligent in striking the back of the vehicle containing Plaintiff.

16. That as a result of that negligence Plaintiff was injured and has suffered damages.

17. That Plaintiff's damages include, but are not limited to past and future physical pain and suffering, past and future mental anguish, medical expenses and permanent injury.

18. Wherefore, Plaintiff prays for a judgment against Defendant, Demetries Deering, in an amount in excess of \$75,000.00, his costs, and other relief to which he may be entitled.

**COUNT II**

19. That Defendant, Kara Hughes, was the owner of the vehicle driven by Defendant Demetries Deering when the aforementioned wreck occurred.

20. That Defendant, Kara Hughes, negligently entrusted her vehicle to Defendant Demetries Deering.

21. That as a result of that negligent entrustment Plaintiff was injured and has suffered damages.

22. That Plaintiff's damages include, but are not limited to past and future physical pain and suffering, past and future mental anguish, medical expenses and permanent injury.

23. Wherefore, Plaintiff prays for a judgment against Defendant, Kara Hughes, in an amount in excess of \$75,000.00, his costs, and other relief to which he may be entitled.

**COUNT III**

24. That Defendant, LM General Insurance Company, insured the Plaintiff Monsi L'Ggrke with an automobile policy that provided uninsured/underinsured motorist coverage.

25. That Defendant's Demetries Deering and Kara Hughes were at the time of the aforementioned collision, uninsured or underinsured as defined in Plaintiff's policy with Defendant, LM General Insurance Company.

26. That due to the nature and extent of Plaintiff's injuries, Defendant, LM General Insurance Company, is bound to pay Plaintiff the limits of said policy, or \$500,000.00.

27. Wherefore, Plaintiff prays for a judgment against Defendant, LM General Insurance Company in an amount in excess of \$75,000.00, his costs, and other relief to which he may be entitled.

#### COUNT IV

28. That Defendant, LM General Insurance Company, had a contract to pay uninsured/underinsured motorist benefits to its insured and those occupants of the vehicle covered by Defendant, LM General Insurance Company.

29. Plaintiff is the spouse and occupant of the a vehicle insured by Defendant, LM General Insurance Company.

30. Defendant, LM General Insurance Company, has breached its contract with Plaintiff, Monsi L'Ggrke by failing to timely pay his claim.

31. Defendant, LM General Insurance Company, has breached its contract with Plaintiff, Monsi L'Ggrke by failing to properly investigate the claim of Plaintiff.

32. Defendant, LM General Insurance Company, has breached its contract with Plaintiff, Monsi L'Ggrke in other was to be determined through discovery.

33. Wherefore, Plaintiff prays for a judgment against Defendant, LM General Insurance Company, in an amount in excess of \$75,000.00, his costs, and other relief to which he

may be entitled.

**COUNT V**

34. That Defendant, LM General Insurance Company, had a duty to act in good faith when dealing with Plaintiff's underinsured/uninsured motorist claim.

35. That the claim made by Plaintiff on the policy of LM General Insurance Company is a valid claim under the above mentioned insurance policy.

36. Defendant, LM General Insurance Company, is required to pay under its policy.

37. Defendant, LM General Insurance Company, did not perform a proper investigation.

38. Defendant, LM General Insurance Company, did not act properly on the results of their investigation.

39. Defendant, LM General Insurance Company, did not properly evaluate the results of its investigation properly.

40. The amount offered on the claim of Plaintiff by Defendant, LM General Insurance Company, to satisfy the claim was unreasonably low.

41. Defendant, LM General Insurance Company, did not fairly and in good faith deal with Plaintiff.

42. The violation by Defendant, LM General Insurance Company, of its duty of good faith and fair dealing was the direct cause of the injury sustained by Plaintiff.


43. Wherefore, Plaintiff prays for a judgment against Defendant, LM General Insurance Company, in an amount in excess of \$75,000.00, his costs, and other relief to which he may be

entitled.

**JURY TRIAL DEMAND RESERVED  
ATTORNEY LIEN CLAIMED**

Respectfully submitted,

THE EDWARDS LAW FIRM

A handwritten signature in black ink, appearing to be 'Mark L. Edwards', written over a horizontal line.

Mark L. Edwards, OBA # 16570

Trevor J. Furlong, OBA#20208

The Edwards Law Firm

P.O. Box 1066

McAlester, OK. 74848

(918) 302-3700

(918) 302-3701

ATTORNEY FOR PLAINTIFF

## **EXHIBIT 23**

IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA

DISTRICT COURT  
**FILED**

SEP 3 - 2014

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

MONSI LGGRKE,

Plaintiff,

v.

DEMETRIES DEERING, KARA  
HUGHES, and LIBERTY MUTUAL  
GROUP INC.

Defendants.

Case No. CJ-2013-4766

*Honorable Carlos Chappelle*

**DEFENDANT LM GENERAL INSURANCE COMPANY'S  
MOTION FOR ENTRY OF AGREED PROTECTIVE ORDER**

Defendant LM General Insurance Company ("Defendant") respectfully moves the Court for entry of an Agreed Protective Order in the subject litigation. In support of this Motion, Defendant states as follows:

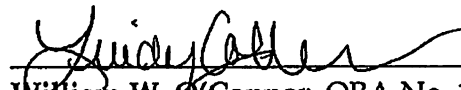
1. Discovery in this litigation may involve the production of information that includes disclosure of confidential, trade secret, proprietary, technical, business, and/or financial information of the parties or of non-parties, including, but not limited to, claims handling policies and procedures, claims handling training materials, and other claims handling documents.

2. The Agreed Protective Order requested provides a mechanism to protect the disclosure of such information, except for the legitimate purposes of this litigation.

3. Counsel for Defendant has contacted counsel for Plaintiff to determine whether Plaintiff approves the proposed Agreed Protective Order. Plaintiff's counsel has advised that he approves and has signed the Agreed Protective Order, attached hereto as Exhibit 1.

Defendant LM General Insurance Company respectfully requests that the Court enter the proposed Agreed Protective Order, attached hereto as Exhibit 1.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William W. O'Connor", is written over a horizontal line.

William W. O'Connor, OBA No. 13200

Lindy H. Collins, OBA No. 30579

NEWTON O'CONNOR TURNER & KETCHUM, P.C.

15 West Sixth Street, Suite 2700

Tulsa, Oklahoma 74119-5423

(918) 587-0101 telephone

(918) 587-0102 facsimile

**ATTORNEYS FOR DEFENDANT LM GENERAL  
INSURANCE COMPANY**

**CERTIFICATE OF SERVICE**

I hereby certify that on the 3rd day of September, 2014, a true and correct copy of the forgoing was delivered via U.S. Mail, postage prepaid, to:

Trevor J. Furlong  
THE EDWARDS LAW FIRM  
321 S. Third Street, Suite 1  
PO BOX 1066  
McAlester, OK 74502

**ATTORNEYS FOR PLAINTIFF**

  
\_\_\_\_\_  
Lindy H. Collins

IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA

MONSI LGGRKE,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. CJ-2013-4766
	)	Honorable Carlos Chappelle
DEMETRIES DEERING, KARA	)	
HUGHES, and LIBERTY MUTUAL	)	
GROUP INC.	)	
	)	
Defendants.	)	

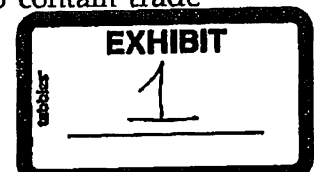
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AGREED PROTECTIVE ORDER

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Plaintiff Monsi L'Ggrke and Defendant LM General Insurance Company acknowledge that certain documents produced in this action may contain trade secret, confidential research, development or commercial information, or personal confidential information. The parties, by and through their attorneys of record, therefore agree and it is hereby ordered as follows:

1. Any party may designate as "confidential" any documents or any portion of a document produced by it in this litigation. The party making the designation of confidential material represents that it has done so after a bona fide determination made in good faith that the material is in fact a trade secret, confidential research, development, or commercial information, or personal confidential information. Each document or portion of a document the party in good faith believes to contain trade



secret, confidential research, development, or commercial information, or personal confidential information shall be marked "Confidential" or "Subject to Protective Order." The party shall take care that its designation does not obscure or render illegible the information on the document so designated.

2. Any party may designate as "confidential" a deposition or portion of a deposition taken in this matter by stating on the record that the party is designating the deposition or a portion of the deposition "confidential" or by advising the court reporter and counsel for all other parties, in writing, within twenty (20) days of receiving the deposition transcript of the page(s) and lines of the deposition that the party deems "confidential."

3. As used in this Protective Order:

- a. "Trade secret" shall have the same meaning as in 78 O.S. § 86(4).
- b. "Confidential research, development or commercial information" shall refer to information that is maintained in secrecy from third parties and which would result in substantial competitive harm if publicly disclosed.
- c. "Personal confidential information" shall include a person's social security number, medical records, personnel file, bank records, tax information, and other sensitive, non-public information.

4. Any party may challenge any other party's designation of a document or portion of a document as "Confidential" or "Subject to Protective Order." A party shall

not be obliged to challenge the propriety of a "Confidential" or "Subject to Protective Order" designation at the time made, and failure to do so shall not preclude a subsequent challenge thereto. In the event that any party to this litigation takes issue at any stage of these proceedings with such designation, such party shall provide to the producing party written notice of its disagreement with the designation. The producing party shall respond, in writing, within ten (10) days, by stating whether it agrees or disagrees that designation should be removed. The parties shall attempt to dispose of such dispute in good faith on an informal basis. If the parties are unable to reach an agreement, the producing party shall have twenty (20) days to seek relief from the Court. If the producing party fails to seek relief within the time prescribed, the document shall no longer be subject to this Protective Order. The fact a document has been designated as "Confidential" or "Subject to Protective Order" shall not create a presumption the document is, in fact, confidential or entitled to protection by this Protective Order. The burden of establishing that a document contains trade secret, confidential research, development, or commercial information, or personal confidential information and is entitled to the protection of this Protective Order shall remain on the party making the designation. Further, a party's agreement to this Protective Order does not prejudice the party's right to move the Court to lift the Protective Order for good cause.

5. Documents designated as "Confidential" or "Subject to Protective Order" may be disclosed only to the following persons, unless prior written consent to further disclosure has been obtained from counsel for the designating party or permission for such disclosure has been given by the Court:

- a. The Court under seal pursuant to the terms of this Order;
- b. The attorneys working on this action on behalf of any party, including inside, outside and consulting counsel, their legal associates, paralegals, and employees working under the supervision of such counsel;
- c. Any director, officer or employee of a party who is required by such party to work directly on this litigation, with disclosure only to the extent necessary to perform such work;
- d. Any person not employed by a party who is expressly retained or sought to be retained by any attorney described in paragraph 5(b) to assist in the prosecution or defense of this action, including outside experts and their employees;
- e. Any actual or potential deposition or trial witnesses; and
- f. Any mediator mutually agreed upon by the parties.

The persons described in paragraphs (c), (d), and (e) shall have access to "Confidential" material only after they have been made aware of the terms of this Order and have manifested their assent to be bound thereby.

6. It shall not be deemed a violation of this Order for counsel to disseminate documents designated as "Confidential" or "Subject to Protective Order" at deposition or as part of their filings with the Court. In the event that any "Confidential" material is used in any deposition, filing or court proceeding during the course of this litigation, it shall not lose its "Confidential" status through such use. Any material designated as "Confidential" under this Order shall, when filed with the Court, be submitted in a sealed envelope or other container, and shall be prominently labeled on the first page:

"Contains Confidential Information - Subject to Court Order"

Any documents marked as "Confidential" pursuant to this Protective Order that are admitted into evidence at trial of this matter will lose their confidential status unless otherwise ordered by this Court at the request of the producing party.

7. This Protective Order is not intended to preclude use or disclosure of any document or information which is in the public domain, or which has been provided to a party, his/her/its attorneys or experts, by a source independent of the designating party or his/her/its attorney.

8. Any of the undersigned may request the Court to modify or otherwise grant relief from any provision of this Order. Nothing in this Order shall operate as an admission by any party that any particular document is, or is not, admissible in evidence at the trial of this action.

9. Nothing in this Order shall be construed as a waiver of any rights by any party with respect to matters not specifically provided for herein.

10. This Court shall retain jurisdiction to enforce this Protective Order and decide any issues relating to or arising from it. If the terms of this Protective Order are violated, the Court may grant such relief to the producing party as is just and necessary.

11. The terms and conditions of this Order shall remain in full force and effect and shall survive the final resolution of this litigation unless the Order is terminated or modified in writing by the parties or by further order of the Court.

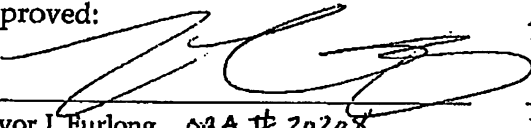
12. All requests made by a party for a document to be filed "under seal" in accordance with this Order shall be made by motion and conform to the requirements set forth in 12 O.S. § 3226(C)(2), 51 O.S. § 24A.29, and Local Rule 10.1.

IT IS SO ORDERED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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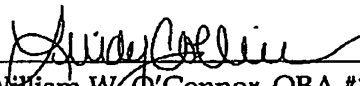
The Honorable Carlos Chappelle  
Judge of the District Court

Approved:

  
Trevor J. Furlong OBA # 20208  
THE EDWARDS LAW FIRM  
321 S. Third Street, Suite 1  
P.O. Box 1066  
McAlester, OK 74502

**ATTORNEYS FOR PLAINTIFF**

Approved:

  
William W. O'Connor, OBA #13200  
Lindy H. Collins, OBA #30579  
NEWTON O'CONNOR TURNER &  
KETCHUM, PC  
15 West Sixth Street, Suite 2700  
Tulsa, OK 74119-5423

**ATTORNEYS FOR DEFENDANT**

## **EXHIBIT 24**

**IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA**

DISTRICT COURT  
FILED

SEP 4 - 2014

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

MONSI LGGRKE,

Plaintiff,

**v.**

Case No. CJ-2013-4766

*Honorable Carlos Chappelle*

DEMETRIES DEERING, KARA

HUGHES, and LIBERTY MUTUAL

GROUP INC.

**Defendants.**

**AGREED PROTECTIVE ORDER**

Plaintiff Monsi L'Ggrke and Defendant LM General Insurance Company acknowledge that certain documents produced in this action may contain trade secret, confidential research, development or commercial information, or personal confidential information. The parties, by and through their attorneys of record, therefore agree and it is hereby ordered as follows:

1. Any party may designate as "confidential" any documents or any portion of a document produced by it in this litigation. The party making the designation of confidential material represents that it has done so after a bona fide determination made in good faith that the material is in fact a trade secret, confidential research, development, or commercial information, or personal confidential information. Each document or portion of a document the party in good faith believes to contain trade

secret, confidential research, development, or commercial information, or personal confidential information shall be marked "Confidential" or "Subject to Protective Order." The party shall take care that its designation does not obscure or render illegible the information on the document so designated.

2. Any party may designate as "confidential" a deposition or portion of a deposition taken in this matter by stating on the record that the party is designating the deposition or a portion of the deposition "confidential" or by advising the court reporter and counsel for all other parties, in writing, within twenty (20) days of receiving the deposition transcript of the page(s) and lines of the deposition that the party deems "confidential."

3. As used in this Protective Order:

- a. "Trade secret" shall have the same meaning as in 78 O.S. § 86(4).
- b. "Confidential research, development or commercial information" shall refer to information that is maintained in secrecy from third parties and which would result in substantial competitive harm if publicly disclosed.
- c. "Personal confidential information" shall include a person's social security number, medical records, personnel file, bank records, tax information, and other sensitive, non-public information.

4. Any party may challenge any other party's designation of a document or portion of a document as "Confidential" or "Subject to Protective Order." A party shall

not be obliged to challenge the propriety of a "Confidential" or "Subject to Protective Order" designation at the time made, and failure to do so shall not preclude a subsequent challenge thereto. In the event that any party to this litigation takes issue at any stage of these proceedings with such designation, such party shall provide to the producing party written notice of its disagreement with the designation. The producing party shall respond, in writing, within ten (10) days, by stating whether it agrees or disagrees that designation should be removed. The parties shall attempt to dispose of such dispute in good faith on an informal basis. If the parties are unable to reach an agreement, the producing party shall have twenty (20) days to seek relief from the Court. If the producing party fails to seek relief within the time prescribed, the document shall no longer be subject to this Protective Order. The fact a document has been designated as "Confidential" or "Subject to Protective Order" shall not create a presumption the document is, in fact, confidential or entitled to protection by this Protective Order. The burden of establishing that a document contains trade secret, confidential research, development, or commercial information, or personal confidential information and is entitled to the protection of this Protective Order shall remain on the party making the designation. Further, a party's agreement to this Protective Order does not prejudice the party's right to move the Court to lift the Protective Order for good cause.

5. Documents designated as "Confidential" or "Subject to Protective Order" may be disclosed only to the following persons, unless prior written consent to further disclosure has been obtained from counsel for the designating party or permission for such disclosure has been given by the Court:

- a. The Court under seal pursuant to the terms of this Order;
- b. The attorneys working on this action on behalf of any party, including inside, outside and consulting counsel, their legal associates, paralegals, and employees working under the supervision of such counsel;
- c. Any director, officer or employee of a party who is required by such party to work directly on this litigation, with disclosure only to the extent necessary to perform such work;
- d. Any person not employed by a party who is expressly retained or sought to be retained by any attorney described in paragraph 5(b) to assist in the prosecution or defense of this action, including outside experts and their employees;
- e. Any actual or potential deposition or trial witnesses; and
- f. Any mediator mutually agreed upon by the parties.

The persons described in paragraphs (c), (d), and (e) shall have access to "Confidential" material only after they have been made aware of the terms of this Order and have manifested their assent to be bound thereby.

6. It shall not be deemed a violation of this Order for counsel to disseminate documents designated as "Confidential" or "Subject to Protective Order" at deposition or as part of their filings with the Court. In the event that any "Confidential" material is used in any deposition, filing or court proceeding during the course of this litigation, it shall not lose its "Confidential" status through such use. Any material designated as "Confidential" under this Order shall, when filed with the Court, be submitted in a sealed envelope or other container, and shall be prominently labeled on the first page:

"Contains Confidential Information - Subject to Court Order"

Any documents marked as "Confidential" pursuant to this Protective Order that are admitted into evidence at trial of this matter will lose their confidential status unless otherwise ordered by this Court at the request of the producing party.

7. This Protective Order is not intended to preclude use or disclosure of any document or information which is in the public domain, or which has been provided to a party, his/her/its attorneys or experts, by a source independent of the designating party or his/her/its attorney.

8. Any of the undersigned may request the Court to modify or otherwise grant relief from any provision of this Order. Nothing in this Order shall operate as an admission by any party that any particular document is, or is not, admissible in evidence at the trial of this action.

9. Nothing in this Order shall be construed as a waiver of any rights by any party with respect to matters not specifically provided for herein.

10. This Court shall retain jurisdiction to enforce this Protective Order and decide any issues relating to or arising from it. If the terms of this Protective Order are violated, the Court may grant such relief to the producing party as is just and necessary.

11. The terms and conditions of this Order shall remain in full force and effect and shall survive the final resolution of this litigation unless the Order is terminated or modified in writing by the parties or by further order of the Court.

12. All requests made by a party for a document to be filed "under seal" in accordance with this Order shall be made by motion and conform to the requirements set forth in 12 O.S. § 3226(C)(2), 51 O.S. § 24A.29, and Local Rule 10.1.

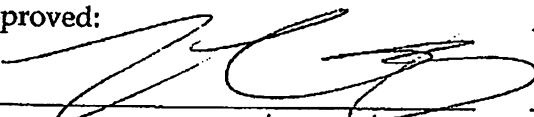
IT IS SO ORDERED THIS 4th day of Sept, 2014.

**CARLOS J. CHAPPELLE**

---

The Honorable Carlos Chappelle  
Judge of the District Court

Approved:



Trevor J. Furlong OBA # 20208  
THE EDWARDS LAW FIRM  
321 S. Third Street, Suite 1  
P.O. Box 1066  
McAlester, OK 74502

**ATTORNEYS FOR PLAINTIFF**

Approved:



William W. O'Connor, OBA #13200  
Lindy H. Collins, OBA #30579  
NEWTON O'CONNOR TURNER &  
KETCHUM, PC  
15 West Sixth Street, Suite 2700  
Tulsa, OK 74119-5423

**ATTORNEYS FOR DEFENDANT**

## **EXHIBIT 25**

IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA

MONSI LGGRKE,

Plaintiff,

v.

DEMETRIES DEERING, KARA  
HUGHES, LIBERTY MUTUAL  
GROUP INC., and LM GENERAL  
INSURANCE COMPANY,

Defendants.

Case No. CJ-2013-4766  
*Honorable Carlos Chappelle*

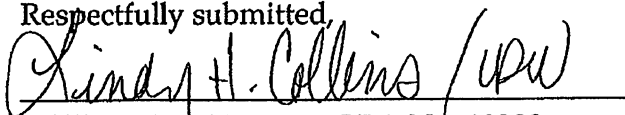
DISTRICT COURT  
**FILED**

SEP 12 2014

LIBERTY MUTUAL GROUP INC.'S SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA TULSA COUNTY  
**NOTICE OF DISMISSAL OF CROSS-CLAIMS WITHOUT PREJUDICE**  
**AS TO DEFENDANTS DEMETRIES DEERING AND KARA HUGHES**

Defendant Liberty Mutual Group Inc. hereby dismisses their cross-claims against  
Defendants Demetries Deering and Kara Hughes without prejudice, with each party to  
bear their own attorney's fees and costs.

Respectfully submitted,



William W. O'Connor, OBA No. 13200

Lindy H. Collins, OBA No. 30579

NEWTON, O'CONNOR, TURNER & KETCHUM, P.C.

15 West Sixth Street, Suite 2700

Tulsa, Oklahoma 74119

Telephone: (918) 587-0101

Facsimile: (918) 587-0102

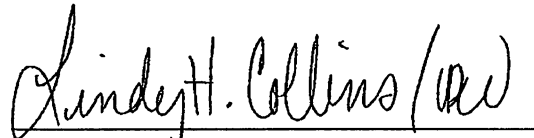
ATTORNEYS FOR DEFENDANT,  
LIBERTY MUTUAL GROUP INC.

**CERTIFICATE OF SERVICE**

I hereby certify that on the 12th day of September, 2014, a true and correct copy of the forgoing was delivered via U.S. Mail, postage prepaid, to:

Trevor J. Furlong  
THE EDWARDS LAW FIRM  
P.O. Box 1066  
McAlester, OK 74848

**ATTORNEYS FOR PLAINTIFFS**

  
Lindy H. Collins

## **EXHIBIT 26**

IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA

MONSI LGGRKE,

Plaintiff,

v.

DEMETRIES DEERING, KARA  
HUGHES, LIBERTY MUTUAL  
GROUP INC., and LM GENERAL  
INSURANCE COMPANY,

Defendants.

Case No. CJ-2013-4766  
*Honorable Carlos Chappelle*

DISTRICT COURT  
**FILED**

SEP 12 2014

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

**ANSWER OF LM GENERAL INSURANCE COMPANY  
TO PLAINTIFF'S SECOND AMENDED PETITION**

Defendant LM General Insurance Company (hereafter, "Liberty Mutual"), for its  
Answer to Plaintiff's Second Amended Petition, alleges and states as follows:

1. Liberty Mutual is without knowledge or information sufficient to form a  
belief as to the truth of the allegations in Paragraph 1 of the Second Amended Petition  
and, therefore, denies the same.

2. Liberty Mutual is without knowledge or information sufficient to form a  
belief as to the truth of the allegations in Paragraph 2 of the Second Amended Petition  
and, therefore, denies the same.

3. Liberty Mutual is without knowledge or information sufficient to form a  
belief as to the truth of the allegations in Paragraph 3 of the Second Amended Petition  
and, therefore, denies the same.

4. Liberty Mutual denies the allegations of Paragraph 4 of the Second Amended Petition.

5. Liberty Mutual admits the allegations of Paragraph 5 of the Second Amended Petition.

6. Liberty Mutual admits the allegations of Paragraph 6 of the Second Amended Petition.

7. Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7 of the Second Amended Petition and, therefore, denies the same.

8. Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 8 of the Second Amended Petition and, therefore, denies the same.

9. Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 9 of the Second Amended Petition and, therefore, denies the same.

10. Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 10 of the Second Amended Petition and, therefore, denies the same.

11. Liberty Mutual denies the allegations of Paragraph 11 of the Second Amended Petition.

12. Liberty Mutual denies the allegations of Paragraph 12 of the Second Amended Petition.

13. Liberty Mutual denies the allegations of Paragraph 13 of the Second Amended Petition.

14. Liberty Mutual denies the allegations of Paragraph 14 of the Second Amended Petition.

15. Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 15 through Paragraph 23 of the Second Amended Petition, as such allegations pertain to Defendants other than Liberty Mutual, and, therefore, denies the same.

16. Liberty Mutual denies the allegations of Paragraph 24 of the Second Amended Petition.

17. Liberty Mutual denies the allegations of Paragraph 25 of the Second Amended Petition.

18. Liberty Mutual denies the allegations of Paragraph 26 of the Second Amended Petition.

19. Liberty Mutual denies the allegations of Paragraph 27 of the Second Amended Petition, and further states that Plaintiff is not entitled to any relief whatsoever.

20. Liberty Mutual denies the allegations contained in Paragraph 28 as such allegations constitute legal conclusions to which no answer is required.

21. Liberty Mutual admits the allegations of Paragraph 29 of the Second Amended Petition.

22. Liberty Mutual denies the allegations of Paragraph 30 of the Second Amended Petition.

23. Liberty Mutual denies the allegations of Paragraph 31 of the Second Amended Petition.

24. Liberty Mutual denies the allegations of Paragraph 32 of the Second Amended Petition.

25. Liberty Mutual denies the allegations of Paragraph 33 of the Second Amended Petition, and further states that Plaintiff is not entitled to any relief whatsoever.

26. Liberty Mutual admits that it owes a duty of good faith and fair dealing to its insureds in accordance with Oklahoma law, but denies the remainder of the allegations of Paragraph 34 of the Second Amended Petition.

27. Liberty Mutual denies the allegations of Paragraph 35 of the Second Amended Petition.

28. Liberty Mutual denies the allegations of Paragraph 36 of the Second Amended Petition.

29. Liberty Mutual denies the allegations of Paragraph 37 of the Second Amended Petition.

30. Liberty Mutual denies the allegations of Paragraph 38 of the Second Amended Petition.

31. Liberty Mutual denies the allegations of Paragraph 39 of the Second Amended Petition.

32. Liberty Mutual denies the allegations of Paragraph 40 of the Second Amended Petition.

33. Liberty Mutual denies the allegations of Paragraph 41 of the Second Amended Petition.

34. Liberty Mutual denies the allegations of Paragraph 42 of the Second Amended Petition.

35. Liberty Mutual denies the allegations of Paragraph 43 of the Second Amended Petition, and further states that Plaintiff is not entitled to any relief whatsoever.

#### **ADDITIONAL DEFENSES**

Liberty Mutual, by way of further answer and defense, but not in diminution or derogation of the admissions or denials set forth hereinabove, and subject to amendment at the conclusion of all pretrial discovery, alleges and states as follows:

36. Plaintiff's Second Amended Petition fails to state a claim against Liberty Mutual upon which relief can be granted.

37. The subject policy was issued by and the subject coverage is provided under LM General Insurance Company and not Liberty Mutual Group Inc., which is not a proper party to this action.

38. Plaintiff has failed to satisfy conditions precedent and subsequent to recovery of benefits under the applicable policy.

39. The terms and conditions of the applicable policy do not entitle Plaintiff to payment of any benefits thereunder.

40. At all times in the course of its dealings with Plaintiff, Liberty Mutual acted reasonably, fairly, in good faith, and in conformity with the terms and conditions of the applicable policy.

41. Plaintiff's claims are barred by the doctrine of waiver, estoppel, and laches.

42. An award of punitive damages under the alleged facts would violate the Due Process, Equal Protection, and Excessive Fines clauses of the Constitutions of the United States and the State of Oklahoma.

43. Plaintiff's claims are barred by the economic loss doctrine.

44. Liberty Mutual hereby incorporates all of the provisions, exclusions and conditions contained within its policy of insurance under which Plaintiff purportedly

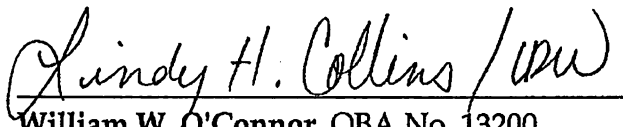
brings this action. Applying these provisions, any recovery is barred or must be reduced accordingly.

45. Liberty Mutual owes no fiduciary duty to Plaintiff.

46. Liberty Mutual reserves the right to assert additional defenses revealed in the course of discovery.

Defendant LM General Insurance Company, having answered Plaintiff's Second Amended Petition, asks that Plaintiff take nothing by way of the Second Amended Petition and that the case be dismissed, judgment be rendered for LM General Insurance Company, and that LM General Insurance Company be awarded all costs, attorneys' fees and other such relief as the Court may deem just and equitable in the premises. LM General Insurance Company further reserves leave to Answer to allege any additional defenses or affirmative defenses which investigation and discovery may reveal.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Lindy H. Collins / WWO", is written over a horizontal line.

William W. O'Connor, OBA No. 13200

Lindy H. Collins, OBA No. 30579

NEWTON, O'CONNOR, TURNER & KETCHUM, P.C.

15 West Sixth Street, Suite 2700

Tulsa, Oklahoma 74119

Telephone: (918) 587-0101

Facsimile: (918) 587-0102

ATTORNEYS FOR DEFENDANT,

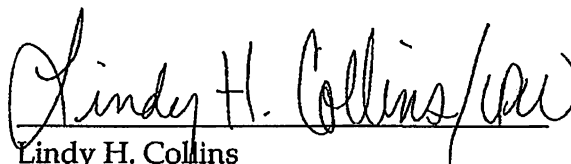
LM GENERAL INSURANCE COMPANY

**CERTIFICATE OF SERVICE**

I hereby certify that on the 12th day of September, 2014, a true and correct copy of the forgoing was delivered via U.S. Mail, postage prepaid, to:

Trevor J. Furlong  
THE EDWARDS LAW FIRM  
P.O. Box 1066  
McAlester, OK 74848

**ATTORNEYS FOR PLAINTIFFS**

  
Lindy H. Collins

## **EXHIBIT 27**

IN THE DISTRICT COURT OF TULSA COUNTY  
STATE OF OKLAHOMA

DISTRICT COURT  
**FILED**

SEP 16 2014

MONSI LGGRKE,

Plaintiff,

v.

DEMETRIES DEERING, KARA  
HUGHES, LIBERTY MUTUAL  
GROUP INC., and LM GENERAL  
INSURANCE COMPANY,

Defendants.

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

Case No. CJ-2013-4766

Honorable Carlos Chappelle

**NOTICE OF DISMISSAL WITHOUT PREJUDICE  
AS TO DEFENDANT LIBERTY MUTUAL GROUP, INC.**

Plaintiff Monsi L'Ggrke hereby dismisses the above-styled case against Defendant Liberty Mutual Group, Inc., without prejudice, with each party to bear their own attorney's fees and costs.

Respectfully submitted,



Trevor J. Furlong, ORA # 20208  
THE EDWARDS LAW FIRM  
321 S. Third Street, Suite 7  
P.O. Box 1066  
McAlester, OK 74502

**ATTORNEYS FOR PLAINTIFFS**

**CERTIFICATE OF SERVICE**

I hereby certify that on the 16<sup>th</sup> day of September 2014, a true and correct copy of the forgoing was delivered via U.S. Mail, postage prepaid, to:

**William W. O'Connor, OBA No. 13200**  
**Lindy H. Collins, OBA No. 30579**  
**NEWTON, O'CONNOR, TURNER & KETCHUM, P.C.**  
**15 West Sixth Street, Suite 2700**  
**Tulsa, Oklahoma 74119**

**ATTORNEYS FOR DEFENDANT,**  
**LIBERTY MUTUAL GROUP, INC.**

A handwritten signature in black ink, appearing to read 'Trevor Furlong', written over a horizontal line.

Trevor Furlong